



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

**DANIEL LURIE
MAYOR**

Sent via Electronic Mail

May 22, 2025

NOTICE OF CIVIL SERVICE COMMISSION MEETING

Thomas Lyons
[REDACTED]

SUBJECT: APPEAL BY THOMAS LYONS, APPEALING THE DISQUALIFICATION FOR THE Q050 - POLICE SERGEANT, POLICE DEPARTMENT EXAMINATION.

Dear Thomas Lyons:

The above matter will be considered by the Civil Service Commission at a hybrid meeting (in-person and virtual) in Room 400, City Hall, 1 Dr. Goodlett Place, San Francisco, California 94102 and through Cisco WebEx to be held on **June 2, 2025, at 2:00 p.m.** You will receive a separate email invite from a Civil Service Commission staff member to join and participate in the meeting.

The agenda will be posted for your review on the Civil Service Commission's website at www.sf.gov/CivilService under "Meetings" no later than end of day on Wednesday, May 28, 2025. Please refer to the attached Notice for procedural and other information about Commission hearings. A copy of the department's staff report on your appeal is attached to this email.

In the event that you wish to submit any additional documents in support of your appeal, please submit **one hardcopy 3-hole punch, double-sided and numbered at the bottom of each page to the CSC Office at 25 Van Ness Ave., Suite 720 and email a PDF version to the Civil Service Commission's email at civilservice@sfgov.org by 5:00 p.m. on Tuesday, May 27, 2025**, please be sure to redact your submission for any confidential or sensitive information that is not relevant to your appeal (e.g., home addresses, home or cellular phone numbers, social security numbers, dates of birth, etc.), as it will be considered a public document.

Attendance by you or an authorized representative is recommended. **You will have up to 5 minutes for your presentation unless your time is extended by the Commission.** Should you or a representative not attend, the Commission will rule on the information previously submitted and any testimony provided at its meeting. Where applicable, the Commission has the authority to uphold, increase, reduce, or modify any restrictions recommended by the department. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

You may contact me at (628) 652-1100 or at Lavena.Holmes@sfgov.org if you have any questions.

CIVIL SERVICE COMMISSION

LAVENA HOLMES
Deputy Director

Attachment

Cc: Carol Isen, Department of Human Resources
Kate Howard, Department of Human Resources
Anna Biasbas, Department of Human Resources
Lisa Pigula, Department of Human Resources
Benjamin Houston, Police Department
Orla Petirs, Police Department
Jen Lo, Department of Human Resources
Deana Kwan, Department of Human Resources
Commission File
Commissioners' Binder
Chron

NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

A. Commission Office

The Civil Service Commission office is located at, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. The telephone number is (628) 652-1100. The fax number is (628) 652-1109. The email address is civilservice@sfgov.org and the web address is www.sfgov.org/civilservice/. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

B. Policy Requiring Written Reports

It is the policy of the Civil Service Commission that except for appeals filed under Civil Service Commission Rule 111A Position-Based Testing, all items appearing on its agenda be supported by a written report prepared by Commission or departmental staff. All documents referred to in any Agenda Document are posted adjacent to the Agenda, or if more than one (1) page in length, available for public inspection and copying at the Civil Service Commission office. Reports from City and County personnel supporting agenda items are submitted in accordance with the procedures established by the Executive Officer. Reports not submitted according to procedures, in the format and quantity required, and by the deadline, will not be calendared.

C. Policy on Written Submissions by Appellants

All written material submitted by appellants to be considered by the Commission in support of an agenda item shall be submitted to the Commission office, no later than 5:00 p.m. on the fourth (4th) business day preceding the Commission meeting for which the item is calendared (ordinarily, on Tuesday). An original copy on 8 1/2-inch X 11 inch paper, three-hole punched on left margin, and page numbered in the bottom center margin, shall be provided. Written material submitted for the Commission's review becomes part of a public record and shall be open for public inspection.

D. Policy on Materials being Considered by the Commission

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting on the Civil Service Commission's website at <https://sf.gov/civilservice> and in its office located at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials will be available for public inspection at the Civil Service Commission's during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

E. Policy and Procedure for Hearings to be Scheduled after 5:00 p.m. and Requests for Postponement

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (628) 652-1100 and confirmed in writing or by fax at (628) 652-1109.

A request for a postponement (continuance) to delay an item to another meeting may be directed to the Commission Executive Officer by telephone or in writing. Before acting, the Executive Officer may refer certain requests to another City official for recommendation. Telephone requests must be confirmed in writing prior to the meeting. Immediately following the "Announcement of Changes" portion of the agenda at the beginning of the meeting, the Commission will consider a request for a postponement that has been previously denied. Appeals filed under Civil Service Commission Rule 111A Position-Based Testing shall be considered on the date it is calendared for hearing except under extraordinary circumstances and upon mutual agreement between the appellant and the Department of Human Resources.

F. Policy and Procedure on Hearing Items Out of Order

Requests to hear items out of order are to be directed to the Commission President at the beginning of the agenda. The President will rule on each request. Such requests may be granted with mutual agreement among the affected parties.

G. Procedure for Commission Hearings

All Commission hearings on disputed matters shall conform to the following procedures: The Commission reserves the right to question each party during its presentation and, in its discretion, to modify any time allocations and requirements.

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes. Requests by the public to sever items from the [*Consent Agenda* or] *Ratification Agenda* must be provided with justification for the record.

For items on the *Regular Agenda*, presentation by the departmental representative for a maximum time of five (5) minutes and response by the opponent for a maximum time limit of five (5) minutes.

For items on the *Separations Agenda*, presentation by the department followed by the employee or employee's representative shall be for a maximum time limit of ten (10) minutes for each party unless extended by the Commission.

Each presentation shall conform to the following:

1. Opening summary of case (brief overview);
2. Discussion of evidence;
3. Corroborating witnesses, if necessary; and
4. Closing remarks.

The Commission may allocate five (5) minutes for each side to rebut evidence presented by the other side.

H. Policy on Audio Recording of Commission Meetings

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are audio recorded in digital form. These audio recordings of open sessions are available starting on the day after the Commission meeting on the Civil Service Commission website at www.sfgov.org/civilservice/.

I. Speaking before the Civil Service Commission

Speaker cards are not required. The Commission will take in-person public comment on all items appearing on the agenda at the time the item is heard. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the "Requests to Speak" portion of the regular meeting. Maximum time will be three (3) minutes. A subsequent comment after the three (3) minute period is limited to one (1) minute. The timer shall be in operation during public comment. Upon any specific request by a Commissioner, time may be extended. People who have received an accommodation due to a disability (as described below) may provide their public comments remotely. The Commission will also allow public comment from members of the public who choose to participate remotely. It is possible that the Commission may experience technical challenges that interfere with the ability of members of the public to participate in the meeting remotely. If that happens, the Commission will attempt to correct the problem, but may continue the hearing so long as people attending in-person are able to observe and offer public comment.

J. Public Comment and Due Process

During general public comment, members of the public sometimes wish to address the Civil Service Commission regarding matters that may come before the Commission in its capacity as an adjudicative body. The Commission does not restrict this use of general public comment. To protect the due process rights of parties to its adjudicative proceedings, however, the Commission will not consider, in connection with any adjudicative proceeding, statements made during general public comment. If members of the public have information that they believe to be relevant to a matter that will come before the Commission in its adjudicative capacity, they may wish to address the Commission during the public comment portion of that adjudicative proceeding. The Commission will not consider public comment in connection with an adjudicative proceeding without providing the parties an opportunity to respond.

K. Policy on use of Cell Phones, Pagers and Similar Sound-Producing Electronic Devices at and During Public Meetings

The ringing and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

Information on Disability Access

*** Temporary Wheelchair-accessible entrances are located on Van Ness Avenue and Grove Street. Please note the wheelchair lift at the Goodlett Place/Polk Street is temporarily not available. After multiple repairs that were followed by additional breakdowns, the wheelchair lift at the Goodlett/Polk entrance is being replaced for improved operation and reliability.**

The Civil Service Commission normally meets in Room 400 (Fourth Floor) City Hall, 1 Dr. Carlton B. Goodlett Place. However, meetings not held in this room are conducted in the Civic Center area. City Hall is wheelchair accessible. The closest accessible BART station is the Civic Center, located 2 ½ blocks from City Hall. Accessible MUNI lines serving City Hall are 47 Van Ness Avenue, 9 San Bruno and 71 Haight/Noriega, as well as the METRO stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call (415) 923-6142. Accessible curbside parking has been designated at points in the vicinity of City Hall adjacent to Grove Street and Van Ness Avenue.

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (628) 652-1100 or email civilservice@sfgov.org to discuss meeting accessibility. In order to assist the City's efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City to accommodate these individuals.

Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: sotf@sfgov.org, or on the City's website at www.sfgov.org/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance

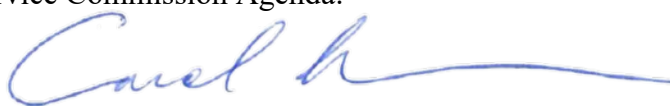
Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site <https://sfethics.org/>.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure for Staff - Submission of
Written Reports for Instructions on Completing and Processing this Form

1. Civil Service Commission Register Number: **0065-25-4**
2. For Civil Service Commission Meeting of: **June 2, 2025**
3. Check One:
Ratification Agenda ☐
Consent Agenda ☐
Regular Agenda ☒
Human Resources Director's Report ☐
4. Subject: **Register No. 0065-25-4: Appealing the disqualification for the Q050 – Sergeant, Police Department examination**
5. Recommendation: **Adopt the report of the Department of Human Resources and deny the appeal by Lyons**
6. Report prepared by: **Deana Kwan** Telephone number: **626-652-0684**
7. Notifications: **(Attach a list of the person(s) to be notified in the format described in IV. Commission Report Format-A).**
8. Reviewed and approved for Civil Service Commission Agenda:
Human Resources Director: 
Date: 5/15/2025
9. Submit the original time-stamped copy of this form and person(s) to be notified (see Item 7 above) along with the required copies of the report to:

**Executive Officer
Civil Service Commission
25 Van Ness Avenue, Suite 720
San Francisco, CA 94102**
10. Receipt-stamp this form in the ACSC RECEIPT STAMP box to the right using the time-stamp in the CSC Office.

Attachment

CSC RECEIPT STAMP

NOTIFICATIONS

Thomas Lyons



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DATE: May 22, 2025

TO: The Honorable Civil Service Commission

THROUGH: Carol Isen, Human Resources Director
Anna Biasbas, Director, Employment Services

FROM: Deana Kwan, Senior Human Resources Analyst
Jen Lo, Public Safety Team Manager
Lisa Pigula, Assistant Director, Employment Services

RE: **Register No. 0065-25-4: Appealing the disqualification for the Q050 – Sergeant, Police Department examination.**

Background

The Department of Human Resources (DHR) Public Safety Team (PST) issued the job ad for Q050 Sergeant [see Attachment A] on February 24, 2025. The application filing period was from February 24, 2025, to March 10, 2025. The minimum qualifications (MQs) listed in the job ad included the following experience requirement:

“Sworn members of the San Francisco Police Department who have completed probation as a Q002 Police Officer and possess a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher as of close of application filing date. Length of service is calculated from completion of probation.”

DHR received 550 applications during the filing period. Deana Kwan, Senior Human Resources Analyst of the PST reviewed the applications to determine if the applicants met the three-year experience requirement and calculated the length of each applicant’s post-probationary experience based on a report of probation end dates provided by the Police Department [see Attachment B for an excerpt of the report]. From their calculations, they determined that 541 applicants met the MQs and 9 did not meet the MQs. Thomas Lyons was one of the applicants who, based on the information in the report, did not meet the MQs.

Appellant Lyons was sent a not qualified (NQ) notice on March 12, 2025 [see Attachment C]. The NQ notice also provided a time period during which Appellant Lyons could submit documentation to demonstrate how they meet the experience requirement. The notice indicated that responses to the NQ determination were due by 1600 hours, March 19, 2025.

In their email to Deana Kwan dated March 19, 2025, Appellant Lyons raised the following issues:

- They state their probationary end date was significantly delayed due to documented FMLA leave for an illness (approximately 5 months) and further delayed via the COVID-19 pandemic.
- Due to these delays, their probation ended in July 2022.
- They also state Department Notice 24-107 [Attachment E], which is currently in effect and has not been rescinded by SFPD describes the length of service time to take the Q050 Exam is "...a minimum of three (3) years length of experience with SFPD at the rank of Q002 Police Officer or higher. Length of service is calculated from the swearing in..."
- They state their date of swearing in was August 2022.

Issue

Should Thomas Lyons be allowed to participate in the Q050 exam process without meeting the MQs?

Authority/Standards

Sec. 210.2 Notice of Examinations

Official notice of examinations will be posted on the City's official employment opportunity website. Notice of entrance and promotional examinations will be posted for a minimum period not to be less than three (3) business days as determined by the Human Resources Director. In establishing the minimum period, the Human Resources Director shall consider, among other factors, ensuring reasonable access to the job ad, stability and reliability of the messaging platform in sending and receiving notifications, extent of access by the labor market to the means for receiving timely notification, and equal employment opportunity and racial equity goals. Requests for notice of filing dates for entrance examinations may be filed online through the Department of Human Resources website. Notifications shall be emailed at the inquirer's risk. Failure to receive a requested notification shall not result in any special consideration or remedy related to the examination process. DHR will, on a regular basis, report to the CSC on the progress of advance notification of upcoming employment opportunities for postings of five (5) days or less on the employment opportunity website.

Sec. 210.13 Promotional Applicants

Applicants for promotional examinations shall meet the requirements of the examination announcement under which they apply and be eligible to participate in an examination on a promotive basis as defined by the examination announcement.

Sec. 211.5 Announcement

The examination announcement shall provide the qualifications, dates, duration of eligible lists, type of examination, selection procedure(s) and other particulars regarding the examinations thereon announced. Applicants must be guided solely by the announcement of the examination(s) for which they apply. Not less than thirty (30) days prior to the issuance of this announcement, it shall be provided to the bargaining agent for review and comment. Should

the document not be returned within the thirty (30) days, the department will proceed with the job announcement.

Sec. 211.6 Protests and Appeals of Examination Announcements

211.6.1 Protests concerning provisions of an announcement must be received by the Department of Human Resources/Examination Division of the Police Department within five (5) calendar days from the issuance date. A day the Exam Unit is closed shall not be counted as the fifth (5th) calendar day.

Sec. 217.2 Definition of Probationary Period

217.2.2 A period of regularly scheduled hours worked, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION UNITS P-1 AND P-2A MOU

B. Probationary Period and Step Advancement,

1. Probationary Period

177. A Class Q-2 officer shall be required to complete a 12-month full duty probationary period that shall begin the day following completion of the prescribed department field training officer program.

178. Except as specified in this section, the time to complete the required 12-month full duty probationary period shall be extended, for a period not to exceed 126 weeks from the date of appointment by: (1) the total time of absence for all periods of unpaid authorized leave; (2) all periods of disciplinary suspension; (3) all periods of sick leave, with or without pay; and (4) all periods of administrative assignments pending the results of administrative investigations.

179. The time to complete the required 12-month full duty probationary period shall be further extended for all periods of temporary modified duty or disability leave. Such extension may not exceed 52 weeks and, except as provided below, the total time to complete the required 12 month full duty probationary period shall not exceed 178 weeks from the date of appointment.

Findings

The Q050 Sergeant job ad was posted in accordance with CSC rules 210.2 and 211.5. CSC Rule 210.13, which states that “applicants for promotional examinations shall meet the requirements of the examination announcement under which they apply and be eligible to participate in an examination on a promotive basis as defined by the examination announcement.” As previously indicated, the exam was open to “sworn members of the San Francisco Police Department who have completed probation as a Q002 Police Officer and possess a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher as of close of the application filing date. Length of service is calculated from completion of probation.”

The calculation used for determining whether applicants met the three (3) year experience requirement included the probation completion date as the beginning date and March 10, 2025, as the end date in accordance with the requirement specified in the job ad.

Appellant Lyons stated that their probation end date was July 2022. DHR confirmed with SFPD personnel that their probation end date was July 7, 2022.

The San Francisco Police Officers Association Collective Bargaining Agreement [see Attachment F excerpt under Probationary Period and Step Advancement] identifies the length of probation for Q002 Police Officer as 12 months, and cites reasons for probation extension, including use of paid or unpaid sick time.

Analysis

The Q050 Sergeant job ad specified the MQs. PST staff used consistent criteria in reviewing all applications against the provisions of the exam announcement.

Police Department records confirm Appellant Lyons' probation end date as July 7, 2022. Appellant Lyons did not have three years of experience beyond probation as a Q002 Police Officer as of the final application filing date specified in the Q050 job ad. As of March 10, 2025, Appellant Lyons' had 2 years and 8 months of experience beyond probation.

Per the San Francisco Police Officers' Association Collective Bargaining Agreement, *all periods of sick leave, with or without pay* will extend the probationary period. Additionally, Civil Service Rule 217.2.2 states that the probationary period excludes any time off for leave. Therefore, Appellant Lyons time on medical leave should not be counted when calculating the end of his probationary period.

Appellant Lyons also states that their probation period was delayed due to the COVID-19 pandemic. There was a short delay due to the COVID-19 pandemic, with the suspension of the 269th recruit class from March 13, 2020 to April 5, 2020 but this effected all recruits in the class, not just Appellant Lyons, and the probationary period for the class began on January 9, 2021.

Records show that Appellant Lyons was on medical leave from September 2020 until January 2021, which resulted in pushing back the start of their probationary period to June 7, 2021 and probation completion date to July 7, 2022.

In their appeal, Appellant Lyons references Department Notice (DN) 24-107, which they claim is currently in effect because it has not been rescinded by the San Francisco Police Department. In making their argument for possessing the three (3) experience, they further highlight that the notice describes the length of service time to take the Q050 Exam as "...a minimum of three (3) years of experience with SFPD at the rank of Q002 Police Officer or higher. Length of service is

calculated from date of swearing in...". Although Appellant Lyons states the date of their swearing in was August 2022, it is important to note that it was actually August 2020.

DN 24-107 is dated July 9, 2024, and clearly states that the minimum qualifications for any police promotion are listed on the job ad, posted in a department notice, and can also be found on the City OHR website. Further, DN 24-107 states the MQ language quoted by Appellant Lyons is *an example* of minimum qualifications taken from the most recent Sergeant job ad. It does not state that those are the current minimum qualifications for Q050 Sergeant.

Conclusion

Thomas Lyons did not meet the minimum qualifications as outlined in the job ad. Enforcing the terms of the job ad must be consistent for all Police Department members. It would not be appropriate for DHR to make an exception that would conflict with the terms specified in the job ad.

Recommendation

Adopt the report of the Department of Human Resources and deny the appeal by Lyons.

Attachments

- Attachment A: Job Ad for Q050 Sergeant, Police Department
- Attachment B: SFPD list with probation end date
- Attachment C: Not qualified (NQ) email 03/12/2024
- Attachment D: Email from Lyons 03/19/2024
- Attachment E: Department Notice 24-107, Sworn Promotional Process
- Attachment F: San Francisco Police Officers Association Collective Bargaining Agreement (2023-2026)
- Attachment G: Appeal from Lyons to CSC



SF | Careers

Q050-Sergeant, (Police Department)

- SFPD Headquarters, 1245 3rd St, San Francisco, CA 94158, USA
- Full-time
- Certification Rule: Rule of 10
- Job Code and Title: Q050-Sergeant, (Police Department)
- Fill Type: Permanent Civil Service

Company Description

Application Opening: February 24, 2025

Application Deadline: March 10, 2025

Compensation Range: \$171,314 Yearly

Recruitment ID: C00317

Job Description

Under direction, as a sworn member of the San Francisco Police Department, the Q050 Sergeant's duties may include but are not limited to: supervising field incidents, crime scenes or special events; monitoring, directing, evaluating, coaching and training subordinate personnel; reviewing documents and preparing routine paperwork; interacting with SFPD members, other city departments and law enforcement agencies; performing routine law enforcement field operations and station keeper duties; serving arrest and search warrants; collecting and processing physical evidence; interacting with victims, witnesses, and suspects during investigations; follow-up investigation, case management, and prosecution. A Q050 Sergeant is a first line supervisor position in the San Francisco Police Department and may be assigned to Field Operations, Investigations, and Administration Bureaus base on the needs of the department.

Qualifications

MINIMUM QUALIFICATIONS

1. Sworn members of the San Francisco Police Department who have completed probation as a Q002 Police Officer and possess a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher as of close of

the application filing date. Length of service is calculated from completion of probation;

AND

2. Possession of a POST Intermediate Certificate (or more advanced POST certificate) issued by the California Department of Justice, Commission on Peace Officer Standards and Training;

AND

The requirements for a POST Intermediate Certificate (as specified in SFPD Department Notice #23-053) are:

- Baccalaureate degree, plus two years law enforcement or;
- Associate degree, plus four years law enforcement or;
- 45 college units, plus four years law enforcement and 45 training points or;
- 30 college units, plus six years law enforcement and 30 training points or;
- 15 college units, plus eight years' law enforcement and 15 training points;

AND

3. Possession of a valid Class C California Driver license. Evidence of possession of this license does not have to be provided but is a condition of continued employment.

Applicants must meet minimum qualifications (1) and (3) above by application filing deadline to be considered a "qualified candidate". Evidence of possession of the POST Intermediate Certificate must be submitted no later than 1600 on June 30, 2025, to dhr-publicsafety@sfgov.org. Candidates who do not provide a certificate by June 30, 2025, will be disqualified from the selection process.

SELECTION PLAN

The selection process will consist of components such as the following: job knowledge test (Written Exam), job task simulation such as role-play and/or tactical exercises (Assessment Center). A pass point will be established after administration of the Written Exam, and only candidates scoring at or above that minimum passing score will be invited to participate in subsequent components of the examination. Final scores will be based on a composite of the scores from the Assessment Center.

The Written Exam is tentatively scheduled to be administered in April 2025, and the Assessment Center (AC) is tentatively scheduled to be administered in May 2025.

Qualified applicants will be notified of the exact date, time, and location for the test components.

SELECTION PROCEDURES

Q050 Sergeant Examination Preparation Guides

A description of the examination process will be included in Preparation Guides. Preparation Guides will also list the job-related duty areas and the knowledge, skills, and abilities to be evaluated in each test component, as well as specific reading materials [e.g., Department Bulletins, Department General Orders, State and local penal codes, etc.] with which candidates should be familiar for test purposes. Preparation Guides for each component will be made available approximately thirty (30) days prior to the administration of the component.

Certification Rule:

The certification rule for the eligible list resulting from this test will be Rule of Ten (10) Scores.

Eligible List:

The duration of the eligible list produced from this exam will be twenty-four (24) months and may be extended up to twelve (12) months upon approval of the Human Resources Director. In accordance with CSC Rule 212.14, any eligible who fail to maintain the qualifications required by laws and by the terms of the examination announcement (including receiving a subsequent sustained allegation that involves racism) will be removed from the eligible list.

Secondary Criteria:

When making appointments, the Appointing Officer will consider the following secondary criteria:

- Assignments
- Training
- Education
- Community involvement
- Special qualifications
- Commendations/awards
- Bilingual certification
- Discipline history

Additional Information

Terms of Announcement and Appeal Rights:

Applicants must be guided solely by the provisions of this announcement, including requirements, time periods and other particulars, except when superseded by federal, state or local laws, rules or regulations. [Note: The correction of clerical errors in an announcement may be posted on the Department of Human Resources website

at <https://careers.smartrecruiters.com/CityAndCountyOfSanFrancisco1/>. The terms of this announcement may be appealed under Civil Service 211.6. Such appeals must be submitted in writing to the Department of Human Resources, 1 S Van Ness Avenue, 4th Floor, San Francisco, CA 94103-5413 by the Department of Human Resources/Examination Division of the Police Department within five (5) calendar days from the issuance date. Information concerning other Civil Service Commission Rules involving announcements, applications and exam policies, including applicant appeal rights, can be found on the Civil Service Commission website at <http://sfgov.org/civilservice/rules>.

- [Information About the Hiring Process](#)
- [Conviction History](#)
- [Employee Benefits Overview](#)
- [Equal Employment Opportunity](#)
- [Disaster Service Worker](#)
- [ADA Accommodation](#)
- [Right to Work](#)
- [Copies of Application Documents](#)
- [Diversity Statement](#)

HOW TO APPLY

Applications for City and County of San Francisco jobs are **only** accepted through an online process.

Visit <https://careers.smartrecruiters.com/CityAndCountyOfSanFrancisco1/> and begin the application process.

- Select the “I’m Interested” button and follow instructions on the screen

Applicants may be contacted by email about this recruitment and, therefore, it is their responsibility to ensure that their registered email address is accurate and kept up to date. Also, applicants must ensure that email from CCSF is not blocked on their computer by a spam filter. To prevent blocking, applicants should set up their email to accept CCSF mail from the following addresses: @sfgov.org and @smartrecruiters.com.

Applicants will receive a confirmation email that their online application has been received in response to every announcement for which they file. Applicants should retain this confirmation email for their records. **Failure to receive this email means that the online application was not submitted or received.**

Exam Analyst Information: If you have any questions regarding this recruitment or application process, please contact the exam analyst, Deana Kwan, at Deana.Kwan@sfgov.org.

The City and County of San Francisco encourages women, minorities and persons with disabilities to apply. Applicants will be considered regardless of their sex, race, age, religion, color, 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, sexual orientation, gender, gender identity, gender expression, military and veteran status, or other protected category under the law.

E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA
Ctywd Snrty Dt	Dept Snrty Dt	Elig List #	Rank	Last	First Name	Position	Descr2	Certificat e Dt	Appointment Dt	Name	ID	Empl Record	Descr	Dept Lvl Title1	Descripti on	Dept ID	Dept Title	Union Code	Sen Code	Sen Appt Status	Exmpt Category	Probation End Date
12/4/2019	12/4/2019	060667	10.00	Lyons	Thomas	01085658	POL	12/4/2019	10/12/2024	Thomas J Lyons (Thomas		0	Police Officer 3	POL Police	Police	232087	POL - FOB 911		1	C	NA	7/7/2022

✉ Deana Kwan
Q050 Application

Mar 12, 1:18 PM

Dear Thomas Lyons,

Thank you for your application for Q050 Sergeant. Based on the information in our HR People and Pay system, we have determined that you unfortunately do not meet the minimum requirement as specified below.

Sworn members of the San Francisco Police Department who have completed probation as a Q002 Police Officer and possess a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher as of close of the application filing date. Length of service is calculated from completion of probation.

If you believe that you meet this requirement you must submit, in writing, a paragraph that describes how you meet the requirement including your completed probation date as a Q002 Police Officer. This documentation must be received at the following address: deana.kwan@sfgov.org no later than 1600 hours, Wednesday, March 19, 2025.

Sincerely,

Deana Kwan
Public Safety Team
Department of Human Resources
dhrr-publicsafety@sfgov.org



My Qualifications for the Q50 Exam

From Lyons, Thomas (POL) <[REDACTED]>

Date Wed 3/19/2025 2:37 AM

To Kwan, Deana (HRD) <deana.kwan@sfgov.org>

To whom it may concern,

I believe I meet the minimum qualifications for to take the Q50 Promotional Exam. My probation end date was significantly delayed due to a documented FMLA leave for an illness (approximately 5 months), and further delayed via the COVID-19 pandemic. My fellow classmates' and my probation dates significantly changed due to multiple delays both before and after our swearing in date due to the COVID-19 pandemic, and I should not be penalized by not being allowed to take the Q50 Exam as a result of these documented multiple illnesses and my documented FMLA leave. If these delays are accounted for, my probation would have ended well before the end of the filing date for the Q50 Exam. However, due to these delays, my probation ended in July 2022. Additionally, Department Notice 24-107, which is currently in effect and has not been rescinded by the San Francisco Police Department, describes the length of service time to take the Q50 Exam is, "...a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher. **Length of service is calculated from date of swearing in...**" The date of my swearing in was August 2022, which would also doubly make me eligible for to take the Q50 Promotional Exam.

Thank you for your time,

Ofc. Tom Lyons #2496

Tenderloin Station

C) [REDACTED]



DEPARTMENT NOTICE

24-107

Published: 07/09/24

Expires: 07/09/27

The Sworn Promotional Process

The San Francisco Police Department (SFPD or Department) is committed to transparency with all promotional processes. In addition to the Department of Human Resources (OHR) notifications, promotional exams are announced to everyone through Department Notices. Once announced, qualified applicants will receive further instructions pertaining to the application process and how to proceed.

A job description is included in the announcement to communicate what the positions entail as well as the minimum requirements to qualify.

Below please find Frequently Asked Questions (FAQ's) about the Police Sworn Promotions:

Q. What are the steps to apply for a sworn promotional examination (Q-50 Sergeant, Q-60 Lieutenant, and Q-80 Captain) at the SFPD?

1. Apply through the DHR website when the job ad is distributed by department notice. You can also sign up to receive notice of job ads by visiting careers.sf.gov/stay-informed/. Your application must be received by the applicable deadline.
2. Receive a notification from DHR informing you whether you are qualified to take the exam.
3. If you are qualified to take the exam, you will receive notice of an exam preparation guide approximately thirty (30) days prior to the exam.
4. DHR will schedule you for the exam unless there is an opportunity to schedule it yourself. This depends on the number of applicants taking the exam.
5. DHR will send you a confirmation notice of your exam time approximately ten (10) days prior to your exam date.
6. Take and pass all applicable exam components.
7. DHR will notify you of your position on the eligible list after all exam components are scored.
8. Your cumulative exam score will be ranked on an eligible list.
9. Following the completion of an exam, a tentative eligible list will be posted for public inspection for a minimum of three (3) business days on the DHR website. During the posting of the tentative eligible list, participants shall be allowed to verify the calculation of their scores and view the tentative eligible list. The score notice from DHR will include a link to view the eligible list.

Pending resolution of any appeals received during the posting period, DHR will adopt the list of eligible candidates. If appeals are received during the review period, the investigative action of the Human Resources Director shall be expedited so that the final adoption of the eligible list is not delayed beyond sixty (60) days after the date of posting except for reasons beyond the control of the Director or designee.

10. As the Department has vacancies, the Department may request DHR to provide the names of the candidates eligible for consideration based on Civil Service Rule 213.7 Certification of Promotive Eligible List- Rule of Ten Scores. Any changes to this mle would require meet and discuss (confer) between the Civil Service Commission and the Union (POA).
11. The names of eligible candidates will be sent to the SFPD for consideration and each candidate will be notified accordingly.
12. You will have an opportunity to provide your qualifications during the secondary criteria process noted in the job ad and participate in a scheduled interview which may consist of Command Staff and/or Professional Staff when applicable.
13. The Chief of Police or designee makes all selection appointments.

Q. What are my protest rights while at the exam site?

A. If you believe there was a problem with the way the exam was administered, you have five (5) days to protest. For example, you may protest if you feel someone may have received more time or information than you did. It is in your best interest to identify your concern about the exam component before you leave the exam site. It is much easier to find a remedy for your concern at that time. Once you leave the exam site, you must submit your concerns in writing to DHR at DHR-Publicsafety@sfgov.org.

Q. Why can't candidates see their answers to the exam?

A. Civil service rules preclude candidates from seeing their answers or the scoring key. Civil Service Rules can be viewed at <https://sfgov.org/civilservice/rules>.

Q. There are so many ways to handle different situations on the job. Are the raters looking for one specific answer to each question?

A. The test developers try to include the range of correct responses to test components. The raters are experts in their field and are evaluating the strength of an answer. The majority of ratings are based on a scoring meter that starts at zero or one. An answer is considered weaker or stronger based upon a comparison to the "keyed" responses. A major benefit of having experts as raters is that their experience enables them to decipher answers that speak to the same point, but do not exactly match the answer key.

Q. How are candidates selected from an eligible list?

A. **Rule of Ten:** Civil Service Rules allow ten (10) scores to be considered on police promotional exams. This means all candidates whose scores are in the top ten ranks can be considered for a vacancy. When there is one vacancy, ten (10) scores are available; when there are two vacancies, eleven (11) scores are available; when there are three vacancies, twelve (12) scores are available; etc.

The Police Chief will also consider secondary criteria to select candidates from the eligible list.

Additionally, candidates may be invited to an interview when being considered for promotional appointments. The interview panel may consist of SFPD Command Staff and/or Professional Staff.

Q. How does prior discipline factor into consideration for promotional opportunities?

A. Formal reprimands without further penalty will not be considered for purposes of promotion after the formal reprimand has been in the employee's personnel file for two (2) years or after the earlier of the two time periods noted below have elapsed; not later than three (3) years from the date the complaint against the officer is filed, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under Public Safety Officers Procedural Bill of Rights Act (POBR) will not be considered for purposes of promotion; not later than two (2) years from the notice of intent to reprimand, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under POBR will not be considered for purposes of promotion; and formal reprimands with additional penalty more than five (5) years old will not be considered for purposes of promotion. The Chief approaches prior disciplinary matters with discretion, while understanding any disciplinary matter(s) that have not expired by the aforementioned timelines is not an automatic disqualification from promotion opportunity.

Q. Why are there different exam components?

A. The exam is meant to measure a significant portion of the job. The more of the job you test, the more you can accurately predict successful performance on the job. Exam components may include job simulations, work samples, and other measures of technical knowledge. Exam components are listed on the job ad.

Q. How often do you give promotional exams?

A. DHR's objective is to administer promotional exams every two to three years, and to have a new eligible list in place shortly after the current list expires.

Q. Can an adopted eligible list be extended?

A. An adopted eligible list can be extended up to a maximum duration of 48 months at the Department's discretion with final approval from the OHR director.

Q. How do I qualify to participate in a promotional exam?

A. The minimum qualifications for any police promotion are listed on the job ad, posted in a department notice, and can also be found on the City OHR website. For example, below are the most recent minimum qualifications for the applicants for Sergeant which were taken from the City OHR job ad:

Sergeant (0050) minimum qualifications

1. Sworn members of the San Francisco Police Department who have completed probation as a Q002 Police Officer and possess a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher. Length of service is calculated from date of swearing in; **AND**

2. Possession of a POST Intermediate Certificate (or more advanced POST certificate) issued by California Department of Justice, Commission on Peace Officer Standards and Training; **AND** The requirements for a POST Intermediate Certificate are:
 1. Baccalaureate degree, plus two years law enforcement or;
 2. Associate degree, plus four years law enforcement or;
 3. 45 college units, plus four years law enforcement and 45 training points or;
 4. 30 college units, plus six years law enforcement and 30 training points or;
 5. 15 college units, plus eight years law enforcement and 15 training points; **AND**
3. Possession of a valid Class C California Driver license. Evidence of possession of this license does not have to be provided but is a condition of continued employment.

OTHER DISQUALIFIER

Subject to the current terms of the Memorandum of Understanding, any applicant with a sustained allegation of misconduct for race-based conduct, for example, use of racial slurs, racial bias, racial disparate behavior or treatment of others or selective enforcement based on race, may be prohibited from moving forward in the selection process. Examples of disqualifying misconduct include, but are not limited to, violations of Department General Orders 5.17 or 11.07 that involve sustained allegations of racism. A sustained allegation of misconduct means all appeal rights have been exhausted (i.e., the member received notice of the allegation and either (1) did not contest the finding and accepted the recommended discipline; or (2) appealed the recommended discipline, and after an appeal hearing in accordance with the current MOU and POBR, a sustained finding of misconduct was issued).

Please Note: The above information was taken from the most recent job ad from DHR and is subject to change. Dates for deadlines and meeting the minimum requirements to be eligible will vary depending on the issuance date of the job ad via DHR.

Q. If I earned a POST Supervisory Certificate 10 years ago and submitted the certificate for a previous exam, do I still need to provide it to qualify for an exam?

A. Yes. DHR does not retain records of past POST certificates.

Q. How are exams developed?

A. DHR's Public Safety Team first conducts a detailed job analysis. The job analysis identifies important and frequent tasks performed by those already in the position, and the knowledge, skills, and abilities needed to perform those tasks. The job analysis results provide the foundation for identifying what is appropriate to test.

Q. Who develops the exams?

A. The DHR Public Safety Team works with an Exam Development Committee which includes SMEs from within the SFPD and contractors.

Q. What is a Subject Matter Expert (SME)?

A. Subject Matter Experts (SMEs) are members in the Department that have been identified to participate in the promotional exam development process. SMEs may include incumbent officers who hold the rank for the exam

being created as well as higher ranking officers in the Department. SMEs are experts that reflect a diverse background including demographics, training, and experience.

Q. Why do SMEs have to participate in job analysis?

A. SMEs are selected to participate in the initial job analysis which is the basis for the exam. As experts in the field, SMEs are the most valuable source of information about sworn positions. To develop a high-quality exam, it is important to involve a wide variety of experts.

Q. How are exam raters selected?

A. DHR surveys similar police departments nationwide to identify a diverse pool of qualified individuals at or above the rank being tested.

Q. What is the Secondary Criteria?

A. Secondary Criteria: When making appointments, the Appointing Officer or designee will consider the following job-related criteria which are listed on DHR job announcements: assignment, training, education, community involvement, special qualifications, commendations/awards, bilingual certification, and discipline history.

The Civil Service Rules may be found at website link:

<https://sfgov.org/civilservice/rules>.

Specific questions about any promotive rank exam schedule may be addressed to the Public Safety Team at DHR-Publicsafety@sfgov.org.

Chief Scott has an open-door policy to discuss any issues/concerns including promotional inquiries.


WILLIAM SCOTT
Chief of Police

Per DN 23-152, all sworn & non-sworn Members shall electronically acknowledge this Department document in PowerDMS within (30) thirty calendar days of issuance. Members whose duties are relevant to this document shall be held responsible for compliance. Any questions regarding this policy should be sent to sfpd.writtendirectives@sfgov.org, who will provide additional information.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNITS P-1 AND P-2A

July 1, 2023 – June 30, 2026

Revised per Amendment #1

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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 an employee.
Intermediate Supervisor	The next higher supervisor based on the organization pattern of the Department.
Employee	A full time peace officer within each classification listed in paragraph 1 herein, and used interchangeably with the word "officer."
Memorandum	This Memorandum of Understanding.
Watch	The period of time an employee 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 codified form as of July 1, 2007.

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, arrived at through good faith meeting and conferring pursuant to the Meyers-Milias-Brown Act and Charter Section A8.590-1, et. seq.

ARTICLE I. REPRESENTATION

Section 1. Recognition.

1. 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-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
- 0385 Crime Scene Investigations Manager
- 0386 Crime Scene Investigations Manager 2
- 0387 Crime Scene Investigations Manager 3

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

2. The City's Employee Relations Director agrees not to implement under Administrative Code Section 16.210 any bargaining unit reassignment of the above listed classifications during the term of this Agreement.

Section 2. No Work Stoppages.

3. 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.

ARTICLE I – REPRESENTATION

Section 3. Management Authorities.

4. 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 employees. 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 4. Negotiation Responsibility.

5. 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 and 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.
6. 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.
7. B. If the Association does not respond within thirty (30) calendar days from the date of receipt of written notification of a proposed change as described in subsection A. hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
8. 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 thirty (30) 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.
9. 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.
10. E. 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.

ARTICLE I – REPRESENTATION

Section 5. Grievance Procedure.

11. 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.

Definition

12. A grievance is defined as any dispute that involves the interpretation or application of a specific provision of this Agreement, or relating to General Orders 3.08, 3.15, 11.01, 11.03, 11.05, 11.06 and 11.10.

Grievance Description

13. A grievance must include the following:
 - a. The basis and date of the grievance as known at the time of submission;
 - b. The section(s) of the Agreement allegedly violated;
 - c. The remedy or solution sought.
14. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the information is provided. If the information is not provided within 30 days of request, the grievance, or that portion of it as to which the requested information is not supplied, is deemed withdrawn.

Time Limits

15. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. The parties must follow each step within the applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.
16. A grievance regarding a dispute over contract interpretation shall be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a step higher than Step 2, except by mutual agreement of the parties. In the event a grievance is filed at a step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate step.
17. For purposes of this grievance procedure, a business day is Monday through Friday, 8am to 5pm, excluding legal holidays.
18. Grievances 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,

ARTICLE I – REPRESENTATION

ordinances or regulations 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 (10) business days to the Chief of Police who shall respond in writing to the Association within ten (10) business days. The arbitrability of all grievances shall be determined by a court of competent jurisdiction.

Informal Discussion with Immediate Supervisor

19. An employee with a grievance may first discuss it with his or her immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner.

Step I

20. If the employee does not obtain a solution to the grievance by informal discussion, the employee or the Association shall submit the grievance in writing to his or her commanding officer ten (10) business days of the facts or event giving rise to the grievance
21. After review and discussion, the commanding officer shall notify the grievant(s) and the Association representative, if any, within seven (7) business days of receipt of the grievance, in writing, of the decision and the reasons.

Step II

22. If the grievance is not resolved in Step I, the Association shall submit the grievance to the Chief of Police within seven (7) business days after receipt of the commanding officer's decision stating the reasons why the Step I answer is not satisfactory.
23. The Chief, or designee, will review the material submitted and shall hold a meeting on the grievance at the request of the Association on behalf of the grievant, unless the Chief is not empowered to act. The Chief shall respond in writing and render a decision to the grievant, and the Association, within ten (10) business days.

Step III

24. If the grievance is not resolved at Step II, the Association has the right to appeal the decision of the Chief of Police to the Employee Relations Director within ten (10) business days after the date of the Chief's response. The Association shall state the reason why the Step II response is not satisfactory.
25. The Employee Relations Director shall have ten (10) business days to issue a written response. In lieu of a response, the Employee Relations Director may request a meeting to seek to resolve the grievance. If any such meeting is unsuccessful to resolve the grievance, the Employee Relations Director shall issue a written response within fifteen (15) business days of the meeting.
26. If the Employee Relations Director is unable to resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the Association may submit the grievance to arbitration within fifteen (15) business days of receipt of the Step III response. Only the Association may submit a

ARTICLE I – REPRESENTATION

grievance to arbitration. The Employee Relations Director shall acknowledge receipt of the Association's letter moving the grievance to arbitration.

27. The arbitrator shall be an impartial person selected by mutual consent of the parties or by the parties alternately striking arbitrators from the standing panel. The first party to strike will be determined by lot, coin flip or other comparable method.

Arbitrator Panel

28. The City and the Association have selected the following individuals to serve as the standing panel of arbitrators to hear grievances for the term of the Agreement:

- Christopher D. Cameron
- Andrea Dooley
- Matthew Goldberg
- Najeeb Khoury
- Yuval Miller
- Joel Schaffer
- David Weinberg

29. 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.

30. Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

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

32. 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.

33. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, the City or the Department shall file the grievance with the Association. The Association shall have ten (10) business days to issue a written response. If the grievance is not resolved, the City or the Department may submit the grievance to arbitration within fifteen (15) business days of receipt of the Association's response.

A. Expedited Arbitration

ARTICLE I – REPRESENTATION

34. Notwithstanding the above provisions, the parties may by mutual agreement agree to submit a particular grievance to expedited arbitration. Expedited arbitration may include, by the agreement of the parties:
1. time-limited argument;
 2. waiver of court reporter and/or transcript;
 3. closing arguments in lieu of briefs;
 4. bench decision by the arbitrator; and
 5. such other expedited procedures as the parties deem advisable for the case at hand.

Section 6. Release Time for POA Representatives.

35. An employee may designate a representative of his/her choice to represent him/her in grievance meetings or investigative interviews mutually scheduled with Department management and in scheduled appeals hearings. Where a formal written statement of charges has been filed against the employee or where the employee is subjected to an interrogation focusing on matters that are likely to result in punitive action, the employee may choose any representative not subject to the same investigation. In all other matters, if an employee chooses a sworn employee as his/her representative, that employee must be below the rank of Commander. The sworn employee representative shall serve 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.
36. 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. One Association representative other than the President may be released from duty as necessary to attend public meetings of the Police Commission. This representative shall not appear before the Commission in uniform. This release from duty is subject to the operational needs of the department.
37. The City agrees to provide the POA President with eighty (80) hours of release time each pay period. Sixty (60) of these release time hours each pay period will be on City time. The POA will reimburse the Department for the remaining twenty (20) hours each pay period.
38. The POA agrees that the start of the term of office for a newly-elected POA President will coincide with the start of a City pay period. The President's pay rate shall include POST pay and any retention pay for which he/she is eligible. The President shall not be eligible for other pay premiums, other special pays, overtime assignments, or "10B" assignments during the period of release time. The POA President will be considered to be on a standard five (5) day workweek during such release time.
39. While on release time, the President will utilize accrued leave, as appropriate, for any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.

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40. During the sixty (60) hours each pay period of City-paid release time, the POA President shall engage only in the following activities:
41. 1. preparing for and participating in meet and confer or consultation with representatives of the City or Police Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and
42. 2. investigating or processing grievances or appeals.
43. The POA President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The POA President shall provide documentation to the Chief certifying that during each pay period, the POA President used the sixty (60) hours of City-paid release time only for authorized purposes. The POA President shall provide this certification at the conclusion of each pay period.
44. The POA agrees to reimburse the City for the balance of the release time, which is twenty (20) hours of release time each pay period. The amount reimbursed to the City shall be 1.35 times the base hourly rate of pay for the permanent rank held by the POA President. The POA shall submit the required payment to the Police Department within 11 days after the close of each pay period.
45. It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the POA, the President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and any applicable departmental Statement of Incompatible Activities. The President will sign a statement to that effect at the commencement of the initial period of release time.
46. As a precondition to providing this release time, the POA agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the President during any period of release time. This agreement will be executed prior to the start of the release time.
47. The parties acknowledge that qualified POA officials utilizing unpaid union leave may be entitled to receive service credit consistent with Charter Section A8.519.

Section 7. Association.

A. Payroll Deductions

48. 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 employees in each classification, and a list of employees 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

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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.

49. 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. Authorization for Deductions

50. The City shall deduct from a represented employee's pay Union membership dues, initiation fees, premiums for Union sponsored insurance programs, political action funds, and other contributions, and any special membership assessments (collectively, "Dues"), as established and as may be changed from time to time by the Union, upon submission by the Union of a Certification, in a form acceptable to the City, that for each employee for whom the Union has requested Dues deductions, the Union has and will maintain a voluntary written authorization signed by each such employee and authorizing the Dues deduction. The Union shall submit the Certification to the City by U.S. mail to the Payroll Division, Office of the Controller, 1 Dr. Carlton B. Goodlett Place, Room 488, City Hall, San Francisco, CA 94102; Attention: Dues Deduction. The City shall have thirty (30) days following receipt of the Certification to begin the authorized deductions.
51. The Union has and will maintain a voluntary written authorization signed by each employee and authorizing the Dues deduction. For any employee for whom the Union cannot provide such a Certification, the City shall cease Dues deductions until such time as the Union requests the City recommence Dues deductions based on a new Certification provided by the Union.
52. Except as otherwise provided in this subsection, each pay period, the City shall remit all Dues deducted to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92, together with a written statement of the names, employee numbers, classifications, and amounts deducted.
53. When the Union determines to adjust the level of Dues, the Union shall provide written notice of the adjustment to the City by U.S. mail to the Payroll Division, Office of the Controller, 1 Dr. Carlton B. Goodlett Place, Room 488, City Hall, San Francisco, CA 94102; Attention: Dues Deduction. The City shall have thirty (30) days following receipt of the notice to implement the adjusted Dues level.
54. Except as otherwise provided in this subsection, the City shall continue to deduct and remit Dues until it receives notice of revocation or change from the Union as provided in this section, or it receives an order from a court or administrative body directing the City to discontinue or change the deduction for one or more employees.
55. The Union is responsible for all Dues revocation and change determinations. The City shall direct all employee requests to cancel or change Dues deduction authorizations to the Union. The City shall rely on information provided by the Union regarding whether an employee's Dues deduction shall be canceled or changed.

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56. When the Union determines that a represented employee has revoked or changed his or her membership or Dues authorization, the Union shall notify the Controller and Employee Relations Director in writing by U.S. mail within fourteen (14) days. The City shall cease or change the Dues deductions within thirty (30) days of receiving the notice of revocation from the Union.
57. The City shall not resolve disputes between the Union and represented employees concerning Union membership or Dues deductions, or provide advice to employees about such matters. The City shall direct employees who have questions or concerns about Union Dues to the Union. In the event a dispute arises about the existence or terms of an authorization, the City may request a copy of the relevant authorization, and upon such request, the Union shall provide a copy of the authorization.

C. Indemnification

58. The Union 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 Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union, (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union 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 Union 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 Union against the City.

Section 8. Bulletin Boards and Distribution of Materials.

59. The Department shall reserve a reasonable amount of space on bulletin boards within police buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the Department agrees that identifiable 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 Association shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.

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60. 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 9. Lineups.

61. The Association's access to its members following lineups is governed by Appendix A.

Section 10. Notice of Interview

62. In the event that a member is notified for an interview by the Police Department and has been identified as a witness, the notice to that member shall reference the date of the incident generating the interview, as well as a case number, CAD identifier or other identifiable information. This paragraph is not subject to the grievance procedure.

ARTICLE II. EMPLOYMENT CONDITIONS

Section 1. Non-Discrimination.

63. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract, including sworn and non-sworn employees, 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 law.
64. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
65. 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.
66. 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.
67. It is understood and agreed that any disciplinary action against an employee 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 Article I, Section 5 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.
68. Paragraphs 63-67 shall be non-grievable except with respect to an asserted violation of paragraph 66.

Section 2. Disabilities.

69. 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.

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Section 3. Personnel Files.

70. The City shall maintain personnel files for each employee. Employees 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 employees' master personnel files without the employees' having acknowledged notice of the adverse comments on the face of the document prior to placement of the comments in the files. Employees 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 employees' master personnel files.
71. Only persons authorized by the Commanding Officer of the Personnel Division may review an employee's master personnel file.
72. This section regarding employee 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 subsection 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.
73. Formal reprimands without further penalty will not be considered for purposes of promotion, transfer or special assignments after the formal reprimand has been in the employee's personnel file for two (2) years or after the earlier of the two time periods listed below have elapsed:
 74. 1. not later than three (3) years from the date the complaint against the officer is filed, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under Public Safety Officers Procedural Bill of Rights Act (POBR); or
 75. 2. not later than two (2) years from the notice of the intent to reprimand, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under POBR.
76. Formal reprimands with additional penalty more than five (5) years old will not be considered for purposes of promotion, transfer or special assignments.
77. 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.

ARTICLE II - EMPLOYMENT CONDITIONS

Section 4. Rights of Individual Employees.

78. An employee may not be disciplined or subjected to punitive action without written notice of the disciplinary action. The employee 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.
79. The City agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The City 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.
80. The Department shall not subject an employee to examination by the Police Physician without informing the employee of the underlying reasons for the examination. An employee may seek an opinion of another physician of his/her choice and at his/her own expense and submit this supplemental report to the Police Physician. The Police Physician must consider the supplemental information in making a recommendation to the Chief of Police. The employee is entitled to receive a copy of the Police Physician's final recommendation. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician.

Section 5. Access to Records of Department of Police Accountability

81. It is agreed that a complainant's Department of Police Accountability (DPA) complaint form shall be released to the complainant upon request.
82. Notwithstanding any other provision of this Memorandum of Understanding, in the event a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee 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 employee and the complainant.
83. 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.
84. 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 DPA 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

ARTICLE II - EMPLOYMENT CONDITIONS

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.

85. The DPA, 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 DPA for the complainant or the affected employee.
86. 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 6. Physical Fitness Program.

87. 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 employees covered under this MOU.

Section 7. Temporary Modified Duty Assignments.

88. Temporary modified duty assignments shall be administered in accordance with General Order 11.12. The parties agree that, except for matters related to compensation while engaged in temporary modified duty assignments, decisions made pursuant to General Order 11.12 shall not be grievable under the parties' MOU.

Section 8. Seniority List.

89. The Department of Human Resources will generate a master seniority list by Civil Service rank and provide it to the Association by January 1st of each year. The Association shall submit objections or requests for adjustments to the seniority list to the Department of Human Resources within ten (10) business days of receipt of the master seniority list.
90. The Department of Human Resources shall consider any objections or requests on their merits and take any appropriate action. An employee's failure to challenge the accuracy of the master seniority list in January does not preclude the employee from making such a challenge at the time the list is being applied to the watch sign-up.

Section 9. Trading Privileges.

91. An employee may trade his or her tour of duty with another employee of the same rank within his/her unit with the approval of his/her Commanding Officer, provided said trade results in no net

ARTICLE II - EMPLOYMENT CONDITIONS

increase in cost to the City and further provided that employees shall not exceed one trade for every two pay periods. Such trades shall be paid back within 90 days.

Section 10. Watch Sign-Up.

92. A. Employees 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.
93. Each unit/station will conduct two (2) seniority sign-ups per year as follows:
94. 1. The Chief of Police, or designee, will determine the size of each watch in advance of the sign-up.
95. 2. Employees will sign up for their choice of watch in order of seniority. The Commanding Officer, or designee, shall determine assignments.
96. 3. The results of the Sign-Up will take effect on the first day of the first pay period in the months of March and September of each year of this MOU.
97. 4. The Sign-Up period will commence thirty (30) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.
98. 5. The Sign-Up period will close no sooner than seven (7) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.
99. 6. Each unit/station will publish and post the final results of the Sign-Up no later than five (5) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.
- C. Transfers Between Stations.
100. If an employee is transferred from one station to another by Department action, the employee's current watch choice continues until the next station sign-up.
101. If an employee 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 employee transfers to the same station, seniority shall apply to watch assignments for the interim period.
- D. Applicability of the Watch Sign-Ups.
102. 1. The seniority watch sign-up process will apply to assignments and watches as determined by the Chief of Police, or designee.

ARTICLE II - EMPLOYMENT CONDITIONS

103. 2. Employees 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.
104. E. The District Station Commanding Officers, with the approval of their Deputy Chief, shall have the authority to assign up to fifteen percent (15%) of sworn personnel under their command to meet operational needs, without regard to seniority at each station including the Airport Patrol Division, for purposes of filling specialized and staff positions (i.e., permit investigation officer, 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 employee to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.
105. F. The District Commanding Officer may assign employees with the lowest qualifying seniority to another watch for the following reasons:
106. 1. Agreement of officer after conducting a canvass of employees of the station or unit.
107. 2. Need for non-probationary officers to work with probationary officers in order to field the platoon.
108. 3. At the request of an employee impacted by unforeseen conditions requiring a change in his/her watch occurring after one of the two watch sign-ups per year, the Commanding Officer may reassign the employee to another watch based on the needs of the Department.
109. G. For shift bidding and vacation bidding Departmental seniority will be utilized. Departmental seniority is the employee's original start date (i.e., beginning of employment with the Department or date of promotion to new rank).
- H. Solo Motorcycle Officers.
110. The following shall apply to Solo Motorcycle Officers in the ranks of "Police Officer."
111. 1. There shall be one Department-wide transfer list for Co. K Solos and the Airport Bureau Solos.
112. 2. For purpose of the seniority sign-ups, Solo Motorcycle Officers in Co. K and at the Airport Bureau will be treated as one unit.
113. 3. Any Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-2 list. Any officer filling a vacancy from the P-2 list shall remain in that assignment until the next seniority sign-up, when he/she shall participate in the seniority sign-up process. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.
114. 4. Employees shall not be on the Solo Motorcycle transfer list while currently assigned to a Solo Motorcycle Unit.

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

Section 11. Vacation Sign-Up.

116. When using discretionary time-off, employees 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). Employees who have reached maximum vacation time accrual limits are exempted from the application of this section.
117. Employees at each station or unit shall, by watch, sign up by seniority for vacation on an annual basis prior to the first full pay period in March of each year but in all cases after the first watch sign-up in any calendar year. After the date of this vacation sign-up, no employee's scheduled vacation may be displaced by a subsequent request by a more senior employee. An appropriate and sufficient number of vacation slots shall be made available so that all employees on a given watch may exercise their vacation rights.
118. Additionally, time shall be provided on such vacation sign-up to allow employees, by reverse seniority, to sign up for one week of compensatory time-off.
119. If an employee is transferred from one station or unit to another by Department action, his or her vacation choice shall continue. If an employee transfers to another station or unit by his or her request, the employee's choice of vacation may be forfeited based on staffing needs at the new assignment.

Section 12. Filling Vacancies.

120. 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. Upon request, the City will provide the POA with the number of all available, authorized, budgeted positions for each promotive rank (i.e., sergeant, lieutenant, and captain) covered by this Agreement.

Section 13. Non-Emergency Special Event Assignments.

121. 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.
122. 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.

ARTICLE II - EMPLOYMENT CONDITIONS

123. The Department shall determine the number of officers that are needed to police the special event and utilize the following:
124. 1. On-duty personnel working their regular watch who can be spared from normal police duties within the district.
125. 2. Officers Working EWW. This group will include officers working beyond their normal tour of duty and officers working their normal watch off.
126. An employee'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 4th, October 31st, and December 31st without incurring overtime costs.
127. 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.
128. Employees who are called in to work during their normal watch off pursuant to this Section shall be granted a minimum of four (4) hours' pay (or compensatory time-off pursuant to Article III., Section 2 of this Agreement) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. The Department will make every reasonable effort to call-in only those employees whose service is necessary for the special event, and shall release employees when their service is no longer reasonably required.
129. 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 14. Meals and Breaks During Demonstrations.

130. The Department shall provide meals or a reasonable meal break time for employees 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.
131. The Department shall assure that employees have reasonable access to restroom facilities during special events where active duty thereat continues for more than four (4) consecutive hours.

Section 15. Courtesy Parking System for Court Attendance.

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132. The Department agrees to maintain the current courtesy parking system for employees 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 16. District Station Parking.

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

Section 17. Code Book.

134. The Department shall post a complete set of Code Books and Department Orders on the Department's intranet. The posting 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, and General Orders. The Department shall also keep one complete set of Code Books and Department Orders in each station's equipment room for use by all employees through the station keeper or his/her designee.

Section 18. Employee Training Reimbursement Program.

135. 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.
136. Subject to available monies, an employee may submit a request for tuition reimbursement up to five-hundred dollars (\$500) during each fiscal year.

Section 19. Canine Ownership.

137. The officer/handler of a canine that will be retired from duty may submit a request for ownership to the Department where all of the following conditions are met:
1. The Department owns the canine;
 2. The officer/handler informs the Department of his/her interest in owning the canine in writing at least 14 business days before the canine's retirement; unless the canine is retired on shorter notice, in which case the officer/handler shall provide notice as soon as reasonably possible.
 3. The officer/handler signs a waiver and hold harmless agreement provided by the Department and approved by the City Attorney's Office;
 4. The officer/handler agrees to accept immediate and complete ownership and control of and financial and other responsibility for the retired canine effective the retirement date;
 5. The officer/handler agrees to cooperate with the Department in effecting the transfer.

ARTICLE II - EMPLOYMENT CONDITIONS

138. Notwithstanding the above, the Chief of Police, at his/her sole discretion, may prohibit the transfer of ownership of any retired canine.

Section 20. Recruitment.

A. Lateral Signing Bonus

139. Laterally hired employees (i.e., fully sworn peace officers hired through the Lateral Entry Program) shall receive a \$2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of the FTO program, and a \$2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of his/her probationary period as a Police Officer, if the employee is still employed at the time the signing bonus is due to be paid.
140. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

B. Recruitment Committee

141. The City and the Union agree to form a joint labor-management committee to improve the City's recruitment of highly-qualified police officers. The committee will include representatives from Police Department management, the POA, and the Department of Human Resources. For fiscal year 2006-07 and thereafter, the Police Department will receive an annual allocation of \$250,000 to fund committee activities, programs and expenses. These funds may be used to develop enhanced recruitment and marketing programs, applicant preparation activities, and innovative new recruitment and hiring strategies. These funds may also be used for cultural competency and other training for new and experienced officers through City University or similar resources.

Section 21. Health & Safety Committee.

142. The parties agree to convene a Health & Safety Committee bi-annually to discuss health and safety issues and potential updates to the Department's "Injury and Illness Prevention Program."

Section 22. Substance Abuse Testing.

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

ARTICLE II - EMPLOYMENT CONDITIONS

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

A. Mandatory Testing

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

146. 1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.

147. 2. For employees being promoted to a higher rank, prior to the effective date of promotion.

148. 3. Prior to return from:

149. a.) medical leaves of absence in excess of thirty (30) calendar days, and

150. b.) unpaid leaves of absence in excess of ninety (90) calendar days.

151. 4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.

152. 5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.

153. 6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening. An "injury requiring transport for medical treatment" is an injury that results in the medical transport by ambulance of any person involved in the accident from the accident scene; or an injury to any person involved in the accident where that person declines transport by ambulance from the accident scene against medical advice (also known as "AMA"). If testing is required under this section, the SFPD shall direct the involved SFPD vehicle operator to undergo testing within twelve (12) hours of the time of the accident, and shall conduct testing of the involved SFPD vehicle operator within twenty four (24) hours of the time of the accident. If testing is not directed and conducted within these time periods (assuming no interference by the SFPD vehicle operator that delays the SFPD's directive or testing), testing of the involved SFPD operator is not required or permitted under this paragraph.

B. Reasonable Suspicion

154. Reasonable suspicion as used within this section is defined as a belief based on objective and articulable facts sufficient to lead a reasonable supervisor to suspect that an employee is under the influence of drugs or alcohol, such that the employee's ability to perform the functions of the job safely and effectively is impaired or reduced.

ARTICLE II - EMPLOYMENT CONDITIONS

155. 1. Examples of situations in which there may be reasonable suspicion include but are not limited to:
156. a. A pattern of documented abnormal or erratic behavior;
157. b. The direct observation of drug or alcohol use; or a report by a reliable and credible source that an employee has engaged in drug or alcohol use, the identity of which source shall be available to the employee and the Union;
158. c. The presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, etc.); or
159. d. A work-related incident in conjunction with other facts which together support reasonable cause.

C. Employee Responsibilities

160. An employee must not:
161. 1. report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
162. 2. possess or use, or have the odor of alcohol or drugs on his/her breath during working hours; or
163. 3. directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee is on duty or on paid stand-by.
164. An employee must:
165. 1. submit immediately to requests for alcohol and/or drugs analysis when requested by an authorized representative of the department director, or designee, and may request union representation;
166. 2. notify his/her supervisor before operating City equipment when taking any medications or drugs, prescription or non-prescription, which may create an unsafe or dangerous situation for the public or the employee's co-workers, including but not limited to Valium, muscle relaxants, and painkillers; and
167. 3. provide, within 24 hours of request, a current valid prescription in the employee's name for any drug or medication identified when a drug screen/analysis is positive.

D. Management Responsibilities and Guidelines

168. 1. Managers and supervisors are responsible for consistent enforcement of this provision.

ARTICLE II - EMPLOYMENT CONDITIONS

- 169. 2. The Department may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.
- 170. 3. Managers and supervisors shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
- 171. 4. Managers and supervisors shall not physically search employees without consent or a valid warrant.
- 172. 5. Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.
- 173. 6. One of the supervisory employees who made the reasonable suspicion determination shall inform the employee of the requirement that he/she undergo testing in a confidential manner.

Section 23. Travel Reimbursements

- 174. Represented employees who are required by the Appointing Officer or designee to engage in business-related travel shall be eligible for reimbursement of such travel related expenses consistent with the rules and rates established in the Controller's Office's Business Travel Reimbursement Guidelines.

ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

175. Employees shall receive the following base wage increases:

Effective July 1, 2023, represented employees will receive a base wage increase of 2.50%.

Effective January 6, 2024, represented employees will receive a base wage increase of 2.25%.

Effective January 4, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2024 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 2024-2025 that exceeds \$300 million, then the base wage adjustment due on January 4, 2025, will be deferred to July 1, 2025.

Effective July 1, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2025 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 2025-2026 that exceeds \$300 million, then the base wage adjustment due on July 1, 2025, will be deferred to close of business June 30, 2026.

176. In recognition of the parties reaching mutual agreement and such agreement is ratified, effective in the pay issued on August 29, 2023, the City shall provide to each permanent employee in represented classifications who is employed as of August 18, 2023, a one-time lump sum non-pensionable bonus of six hundred dollars (\$600) subject to required deductions.

B. Probationary Period and Step Advancement

1. Probationary Period

177. A Class Q-2 officer shall be required to complete a 12-month full duty probationary period that shall begin the day following completion of the prescribed department field training officer program.

178. Except as specified in this section, the time to complete the required 12-month full duty probationary period shall be extended, for a period not to exceed 126 weeks from the date of appointment by: (1) the total time of absence for all periods of unpaid authorized leave; (2) all periods of disciplinary suspension; (3) all periods of sick leave, with or without pay; and (4) all periods of administrative assignments pending the results of administrative investigations.

ARTICLE III - PAY, HOURS AND BENEFITS

179. The time to complete the required 12-month full duty probationary period shall be further extended for all periods of temporary modified duty or disability leave. Such extension may not exceed 52 weeks and, except as provided below, the total time to complete the required 12-month full duty probationary period shall not exceed 178 weeks from the date of appointment.
180. The time to complete the required 12-month full duty probationary period shall be extended, without any limitation, for all periods of time the officer is required to serve on active military duty or on jury duty.
181. Advancement to step 2 shall be made upon satisfactory completion of the probationary period.
182. The probationary period for all other ranks shall be 12 months.

2. Subsequent Step Advancement

183. a. Advancement to subsequent steps shall be made upon completion of one year of satisfactory service at that step. Salary adjustments shall be made effective the first full pay period following the effective date.
184. b. Satisfactory Performance: An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Chief shall provide an affected employee at least sixty (60) calendar days' notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Chief shall provide reasonable notice of his/her intent to withhold a step increase at that time.
185. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee for the purpose of determining whether a step advancement should be withheld.
186. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement upon his/her salary anniversary date in the following fiscal year. An employee's salary anniversary date shall be unaffected by this provision.
187. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

C. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments

188. Subject to the approval of the Police Chief, a current permanent City employee who has completed the probationary period and or a lateral new employee who is appointed to a Q-2, Q-3, or Q-4 rank shall enter at the salary step which is the same or closest to the salary which is immediately in excess of that received in their prior appointment provided that such salary shall not exceed the maximum of the salary schedule.

ARTICLE III - PAY, HOURS AND BENEFITS

189. However, advancement to the next step in the Q-2, Q-3, or Q-4 rank shall not occur until the employee has served the satisfactory time as prescribed herein for an entry-level police officer to move to that step and satisfactory completion of the probationary period. Effective July 1, 2023, lateral police officers' or deputy sheriffs' outside service shall be credited in the advancement of steps.

D. Salary Step Structure Revision

190. Effective July 1, 2023, the step structure for the Q2/Q3/Q4 Police Officer shall be revised as follows:
- Current Step 1 will increase in line with the below table.
 - Current Step 2 will increase in line with the below table.
 - Current Steps 3 through 7 will remain the same.

Illustrations below based on the Q2 rank prior to the application of any wage increases due on 7/1/23.

6/30/2023		7/1/2023	
Step	Salary	Step	Salary
1	\$103,116	1	\$107,250
2	\$108,212	2	\$110,370
3	\$113,100	3	\$113,100
4	\$117,962	4	\$117,962
5	\$123,890	5	\$123,890
6	\$129,896	6	\$129,896
7	\$136,630	7	\$136,630

Section 2. Overtime and Compensatory Time-Off.

A. Overtime

191. 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 by an employee who holds a permanent rank below the rank of Captain under proper authorization of the Chief of Police or his/her designated representative or any hours suffered to be worked by an employee who holds a permanent rank below the rank of Captain 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. Vacation leave and Legal Holidays shall be considered hours worked for overtime purposes. Mandatory, unscheduled overtime shall be calculated at the one-and-one-half (1.5) overtime rate.
192. The parties acknowledge that, for purposes of calculating overtime payable under the Fair Labor Standards Act (FLSA), 29 USC Section 207k, the work period for all sworn members is a 28-day period (171 hours). The implementation of the FLSA work period for all sworn

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members began at 0001 hours on Saturday, April 12th 1986 and continues to repeat each 28 days thereafter.

193. The parties further acknowledge that Captains are exempt from the application of the FLSA as permitted by 29 USC Section 213.
194. Captains are frequently required to work in excess of forty (40) hours per week to perform the job duties of their positions. In recognition of this work requirement, Captains will receive an eight percent (8%) wage increase in lieu of earning overtime or compensatory time off. Lieutenants on a “like work, like pay” Captain assignment will not be eligible for overtime. This provision shall not preclude Captains from compensation as defined in Section 10B of the Administrative Code.
195. Employees shall not be eligible for 10B overtime assignments during hours on SP, VA, FH, In-Lieu, or DP.
196. Effective January 1, 2021, employees shall not be eligible for 10B overtime assignments during: (a) hours on which an employee is regularly scheduled to work; or (b) if they have used more than twenty (20) hours of paid sick leave (pay code “SLP”) in the prior three months as reviewed on a quarterly basis per the schedule below.

Quarter	SLP Review	10B Period
1	9/1 – 11/30	1/1 – 3/31
2	12/1 – 2/28	4/1 – 6/30
3	3/1 – 5/31	7/1 – 9/30
4	6/1 – 8/31	10/1 – 12/31

As an example, for illustrative purposes only, an employee is eligible for 10B overtime in the first quarter of a calendar year (January 1 through March 31) if the employee has not used more than 20 hours of SLP in the period September 1 through November 30 of the prior year.

197. For purposes of (b) in the preceding paragraph, the City shall count sick leave paid (SLP) regardless of the reason for which it is used (e.g., sick with a cold; dentist appointment) with the following exceptions:
- Birth or adoption of a child; and
 - Bereavement leave pay (i.e., pay code “BLP”) due to the death of a spouse/domestic partner, parent, child or sibling. The SLP calculation shall include BLP for other reasons, for example, BLP for the death of a grandparent shall count to the calculation under (b).
 - The SLP calculation shall not include:
 - COVID-19 Sick Pay (pay code COV)
 - Federal COVID-19 Sick Pay (pay codes ESP, ESU, ESF)
 - Unpaid Leave (pay code UPL)
 - Unpaid Sick Leave (pay code SLL)

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- Disability Leave Pay (pay code DLP) – the City will not consider SLP hours taken in conjunction with the filing of a disability claim but only if the employee affirmatively files the disability claims with WC and Payroll to ensure the SLP hours are excluded. If after review the disability claim is denied, the City will calculate those SLP hours in the quarter in which the determination on the disability claim is made (e.g., if an employee used SLP hours in February and the disability claim was denied in mid-May, the SLP would be included in the calculation for the April, May and June quarter).
- Paid Parental Leave (PPL)

B. Compensatory Time-Off

198. 1. Employees who are required or suffered to work overtime shall receive paid overtime. However, employees 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 and except as provided below:
199. a. Employees may not accrue more than 480 hours of compensatory time-off. Employees with more than 480 hours of compensatory time-off as of July 1, 2003 may not accrue additional compensatory time-off until and unless their compensatory time-off balances fall below 480 hours.
200. b. Effective June 30, 2010, employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.
201. c. Captains with existing compensatory time off balances in excess of 480 hours as of June 30, 2003 may continue to carry such balances provided that such balances may not exceed 1500 hours as of June 30, 2005, and 1300 hours as of June 30, 2007. For those occupying this rank, compensatory time-off balances in excess of these amounts on the dates set forth shall be forfeited. Captains newly hired or promoted into such ranks on or after July 1, 2003 may not accrue more than 480 hours of compensatory time-off.
202. d. Effective July 1, 2008, an employee that is promoted to a higher rank shall have his or her compensatory time balances paid out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.
203. e. The City has the right to pay off accrued compensatory time off above 480 hours at its discretion, so long as such a pay off is uniform, by percentage, as to all employees within one of the four bureaus (i.e., FOB, Admin., Investigations, Airport).

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204. 2. Employees shall provide the Department with 72 hours notice when requesting use of compensatory time-off. Compensatory time-off requests shall not be denied, except in writing when use of compensatory time-off will unduly disrupt operations or when an employee fails to provide 72 hours notice.

Section 3. Holidays.

205. A. Employees are entitled to the following holidays each year with pay:

New Year's Day	Fourth of July
Martin Luther King, Jr.'s Birthday	Labor Day
Indigenous Peoples Day & Italian American Heritage Day	Thanksgiving Day
Presidents' Day	The Day after Thanksgiving
Veterans Day	Christmas Day
Memorial Day	Four (4) floating holidays each
Juneteenth (June 19 th)	fiscal year

206. 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.

207. The above floating holidays are to be taken on days selected by the employee subject to the approval of the Department which shall not be unreasonably withheld. No compensation of any kind shall be earned or granted for floating holidays not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

208. B. Employees 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 pursuant to Article III., Section 2 of this Agreement.

209. C. Employees 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.

210. 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.

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211. E. This section shall not modify existing holiday compensation practice.

Section 4. Premiums.

212. There shall be no pyramiding of premiums in this section (i.e., each premium shall be calculated against the base rate of pay). Premiums shall be provided to employees as follows:

A. Acting Assignment Pay (Like Pay for Like Work)

213. Eligibility for acting assignment pay will be determined as follows:

214. a. If the senior ranking member on duty, commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by an employee in the next lower rank, the employee temporarily filling that position shall be compensated at the salary of the rank being filled for the time worked in that temporary position, provided that no member holding the temporarily filled rank is working in the assigned unit on the same watch (i.e., double day). The employee beginning the acting assignment cannot be displaced by a more senior employee of the same rank who begins their shift after the acting assignment has begun.
215. b. Captains 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 employee's respective bureau. If the Deputy Chief of the employee's respective bureau determines a position is to be filled temporarily by an employee in the next lower rank, the employee filling that position shall be compensated at the salary of the rank being filled for the time worked.
216. c. The employee filling a position must be permanent. Absent the commanding officer being able to articulate specific reasons for not selecting the senior employee, seniority in rank shall control. The Chief of Police, or designee, however, may designate officers (including commissioned officers), to temporarily fill vacancies caused by officers in the next highest rank who are off on long term leave status or have retired.
217. d. For the midnight hours (i.e., 0100 and 0500 or 0200 and 0600) when no Lieutenant is scheduled to work, the Sergeant assigned to fill the Lieutenant position pursuant to subsection a 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.
218. e. An employee 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.
219. 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

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dates circled on the back of the card or in accordance with any automated or alternative procedures established by the Police Department.

220. g. Upon designation by the Chief of the Department that an assignment shall be for longer than thirty (30) calendar days, the employee performing the duties of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave).
221. All of the above conditions must be met before acting assignment compensation can be approved. In the normal absence 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.

B. Field Training and Training Unit Coordinator Pay

1. Field Training

222. Employees assigned to Field Training Officer or Field Training Sergeant responsibilities shall receive the following premiums while training:

Officer (Q2-Q4)	Six dollars and eighty-eight cents (\$6.88) per hour
Supervisor (Q50-Q52)	Five dollars (\$5.00) per hour
Station Coordinator (Q50-Q52)	\$125.00 Per Pay Period

223. Additionally, when a class is in the FTO program, certified FTO police officers and sergeants assigned to the FTO office shall be eligible for FTO premiums described above.

2. Training Unit Coordinator Pay

224. Employees assigned to Training Unit Coordinator responsibilities shall receive \$125.00 per pay period.
225. Employees shall no longer receive compensatory time-off for Training Unit Coordinator responsibilities. Field Training and Training Unit Coordinator Pay shall not be included for purposes of retirement benefit calculations or contributions.

C. Bomb Squad/SWAT Team Pay

226. Employees assigned to the Bomb Squad or the SWAT team shall receive a premium of 5% biweekly. Employees assigned to both the Bomb Squad and the Swat Team shall receive a premium of 5% for one of the two assignments, but not both. This premium shall not be included for purposes of retirement benefit calculations or contributions.

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D. Specialist Pay

227. An employee designated as a Specialist and assigned to the Specialist Team shall receive a premium of three percent (3%) biweekly. This premium shall not be included for purposes of retirement benefit calculations or contributions. Specialists are subject to changes in watches and assigned work locations for operational reasons. The number of Specialist positions available per shift or location shall be determined by the Chief or his/her designee.

E. Motorcycle Pay

228. Employees below the rank of captain 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). It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees below the rank of captain assigned to Motorcycle and Honda units covered by this Agreement and shall be included for purposes of retirement benefit calculations or contributions.

F. Peace Officer Standards Training (POST) Certificate Pay

229. 1. 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 as follows:

<u>Rank</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Police Officer	Q-2	Q-3	Q-4
Assistant Inspector	Q-35	Q-36	Q-37
Sergeant	Q-50	Q-51	Q-52
Inspector	0380	0381	0382
Lieutenant	Q-60	Q-61	Q-62
Captain	Q-80	Q-81	Q-82

230. A. Effective July 1, 2018, the rate of pay for the rank requiring intermediate POST shall be 5% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 7% higher than the rate of pay for the rank requiring basic POST.
231. B. Effective July 1, 2019, the rate of pay for the rank requiring intermediate POST shall be 6% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 8% higher than the rate of pay for the rank requiring basic POST.
232. 2. 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 positions of Q-2, Q-35, Q-50, 0380, Q-60 and Q-80, within the meaning of the Charter of the City and County, including but not limited to

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Section A8.559-6.

233. 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.
234. The parties and each and every individual employee 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

G. Retention Pay

235. Employees who possess an intermediate POST certificate or higher and have completed the requisite years of service as a police officer or deputy sheriff shall receive the following retention pay:
236. Effective July 1, 2018, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
23	2%
30	additional 4% (6% total)

237. The City and POA had previously negotiated the following:
238. 1. Effective July 1, 2020, eligible employees shall receive the following retention pay, 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

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deficit for fiscal year 2020-2021 that exceeds \$200 million, then the increase in retention pay on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021:

Years of Service	Premium Incremental (Cumulative)
10	1%
15	additional 2% (3% total)
20	additional 2% (5% total)
25	additional 2% (7% total)

2. The City and POA agree that the effective date in subsection (1) above is superseded, and the effective date of the retention pay premium due in the pay period including January 1, 2021 shall be deferred until the close of business June 30, 2022.

241. Effective July 1, 2022, eligible employees shall receive:

Years of Service	Premium Incremental (Cumulative)
5	2%
10	additional 1% (3% total)
15	additional 4% (7% total)
20	additional 2% (9% total)
25	additional 2% (11% total)

242. Effective January 6, 2024, eligible employees shall receive:

Years of Service	Premium Incremental (Cumulative)
5	5%
10	additional 1% (6% total)
15	additional 4% (10% total)
20	additional 2% (12% total)
25	additional 2% (14% total)

243. Effective July 1, 2024, eligible employees shall receive:

Years of Service	Premium Incremental (Cumulative)
5	5%
7	additional 3% (8% total)
10	additional 1% (9% total)
15	additional 4% (13% total)
20	additional 2% (15% total)
25	additional 2% (17% total)

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244. Effective January 3, 2026, eligible employees shall receive:

Years of Service	Premium Incremental (Cumulative)
5	5%
7	additional 3% (8% total)
8	additional 3% (11% total)
10	additional 1% (12% total)
15	additional 4% (16% total)
20	additional 2% (18% total)
25	additional 2% (20% total)

245. Eligibility for retention pay is subject to the following conditions and limitations:

246. a. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and
- b. employees must have a POST intermediate certificate or higher.

247. Retention pay shall be included for purposes of retirement benefit calculations and contributions as permitted by the Charter. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

H. Experienced Officer Incentive Pay

248. To ensure each district station is adequately staffed with senior officers at night, the most senior officer and the most senior sergeant (i.e., seniority in rank) at each district station and the Patrol Division of the Airport Bureau and on each watch with twenty-three (23) or more years of service shall receive a premium in the amount equal to 2% of base pay as additional incentive to work night duty assignments, subject to the following conditions and limitations:

249. 1. Night duty assignments are defined as 2100-0700 hours (9:00pm-7:00am);
250. 2. The premium shall be limited to the Patrol Division of the Airport Bureau and to night duty field assignments in FOB District Stations. (Station duty and station keeper assignments shall not be eligible for Experienced Officer Incentive Pay);
251. 3. Only the ranks of police officer (Q2-Q4) and sergeant (Q50-Q52) shall be eligible to receive Experienced Officer Incentive Pay;
252. 4. If the senior officer on a watch is off-duty, then the next senior officer with twenty-three years or more of service shall be eligible;

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253. 5. Employees that have been issued a suspension (whether the suspension was served or held in abeyance) in the three years immediately preceding shall not be eligible;
254. 6. Experienced Officer assignments shall be for a minimum of twelve (12) months;
255. 7. Employees shall only receive Experienced Officer Incentive Pay for actual hours worked.
256. In accordance with the provisions of Charter Section A8.597-1, this premium shall be included for purposes of retirement benefit calculations and contributions. This amount is not considered “salary attached to the rank” as defined by Charter Sections A8.595-1, A8.559-1, A8.558 and A8.544.

I. Night Shift Differential

257. 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.

J. Bilingual Pay

258. Bilingual pay, in the amount of eighty dollars (\$80) biweekly, shall be paid to employees who have been certified by the Department of Human Resources as having proficiency in translating to and from one or more foreign languages, as designated by the City, including sign language for the hearing impaired and Braille for the visually impaired. Upon the approval of his/her supervisor, and subject to Department of Human Resources guidelines, the employee shall receive such pay when they are required to utilize such skills. Bilingual pay shall not be included for purposes of retirement benefit calculations or contributions. Effective January 1, 2019, at the City’s discretion, an employee may be required to recertify not more than once annually in order to continue receiving the pay.

Section 5. Other Pays.

A. Canine Duty

259. Employees assigned to canine duty shall receive additional compensation bi-weekly equal to 5% of base wage as compensation for off duty time authorized and expended in the care and maintenance of the assigned canine, including feeding, grooming, exercising and cleaning up after the canine. This amount has been calculated by the parties to represent approximately eight hours of overtime per week paid at one and one-half times the hourly rate of the federal minimum wage. This extra compensation is not to be considered base pay or premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions.
260. In addition to the above referenced overtime compensation for the ordinary and extraordinary care of the canine and, as authorized by the Department, the City will provide for basic canine

ARTICLE III - PAY, HOURS AND BENEFITS

food and supplies and shall provide for all appropriate veterinary care through approved City vendors. The City will reimburse other expenses reasonably and customarily incurred in the maintenance and care of the dog. Employees assigned to the Airport Bureau who perform canine duties shall be provided with vehicles for transportation of canines from their home to work and back.

B. Standby Pay

261. Employees, who as part of the duties of their positions are required by the Chief of Police or designee to be on standby when normally off duty and to be instantly available to return to work to perform their duties, shall receive pay at the rate equivalent to two (2) hours of their regular rate of pay for each assignment that begins on a regularly assigned work day, and three (3) hours of their regular base rate of pay for each assignment that begins on a regularly scheduled day off. The duration of the assignments shall be determined by the Chief of Police or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.
262. Standby 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. Standby premiums shall not be included for purposes of retirement benefit calculations or contributions.

C. Call-Back Pay

263. An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment shall be granted a minimum of three (3) hours of pay at the applicable rate, or shall be paid for all hours actually worked at the applicable rate, whichever is greater. If an employee on standby is called back to work, call-back pay shall be paid in lieu of the standby premium.

D. Court Appearance Pay and Administrative Hearings.

264. a. Watch-Off Status. Employees 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 an employee's meal period.
265. Employees 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.
- b. Scheduled-to-Work Status.
266. 1. Employees 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.

ARTICLE III - PAY, HOURS AND BENEFITS

267. 2. Employees 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.
268. 3. Employees 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.
269. 4. Employees 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 an employee's meal period.
270. 5. Employees 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 an employee's meal period.
271. c. Court Standby. Employees 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.
272. Employees on sick leave with pay or disability leave who appear in court or are placed on standby are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.
273. Employees 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 pay rate.
274. d. District Attorney Conferences. An employee attending an attorney's conference but not appearing in court will receive court appearance pay on an hour-for-hour basis.
275. e. 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 employee's commanding officer. Employees will receive a court appearance pay on a half-hour for half-hour basis.
276. 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.
277. f. Administration Hearings. Any employee who, as part of his/her assigned duties, is required to appear at any administrative hearing while off duty shall receive court appearance pay for time actually spent, or shall receive two (2) hours of court appearance pay whichever is greater.

ARTICLE III - PAY, HOURS AND BENEFITS

278. g. Employees on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance pay only when their appearance occurs on a date(s) for which the employee had a previously approved vacation request for 40 hours or more that predated the service of the subpoena. In all other cases, employees will be compensated only as provided by the current Department Bulletin on the subject of court compensation.
279. h. Any court appearance pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

Section 6. Uniform and Clothing Allowance.

280. Employees shall receive, as part of their regular rate of pay, one thousand one hundred dollars (\$1,100) per year as an annual uniform allowance.
281. In exchange for this additional compensation, employees shall be responsible for the maintenance, care and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear.
282. Newly hired recruit officers shall not be entitled to the annual uniform allowance for the first year of service. Such recruit officers shall continue to be supplied with an initial set of uniforms.
283. Other safety equipment and uniform items, including specialized raingear and boots worn by the Mounted Unit, Solo Motorcycles and Park and Beach Unit, shall continue to be issued by the Department. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department. The specifications for uniform items to be purchased by employees follows as Appendix B.
284. Also in exchange for the annual uniform allowance, employees shall assume all costs of maintenance, repair and damage to the standard uniform items, including damage or repair to normal business attire worn by inspectors and other non-uniformed sworn employees. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of clothing. The annual uniform allowance is provided specifically for employees to purchase the above listed standard uniform items. Employees shall, at all times, maintain a sufficient quantity and quality of uniform items to meet uniform and grooming standards at all times.
285. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

Section 7. Health and Dental Coverage.

286. If fifty percent plus one (50%+1) of the employees covered under the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a change to their contribution model for employee dental premiums or health insurance premiums, with the change to be effective July 1, 2019, for calendar year 2020, then the City and the POA will reopen the MOU on dental or health insurance premium contributions only, with any resulting impasse being subject to interest

ARTICLE III - PAY, HOURS AND BENEFITS

arbitration under Charter section A8.590-5. The parties will complete reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), by no later than August 15, 2019.

A. Employee Health Coverage.

287. Except as provided below, the City shall contribute annually for employee health benefits, the contribution required under the Charter.

288. Except as provided below, 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.

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

C. Health Coverage Effective January 1, 2015

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

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

ARTICLE III - PAY, HOURS AND BENEFITS

292. 3. Upon implementation of new contribution rates effective on January 1, 2015, Article III., section 8.C shall supersede Article III., sections 8.A and 8.B, and those sections will no longer be effective.
293. D. 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.
- E. Dental Coverage.
294. The City shall continue to provide dental benefits at the existing level.
- 287a. Effective July 1, 2011, 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.
295. F. Employees shall be permitted to choose which available City plan they wish to participate in.
296. G. 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.
- H. Hepatitis B Vaccine.
297. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.
- I. Annual Tuberculosis Screening.
298. The City will provide, at its cost, annual tuberculosis screening for employees.
- J. Employee Assistance Program.
299. The City shall continue to provide the existing or equivalent employee assistance benefits presently provided by United Behavioral Health.

Section 8. Retirement.

- A. Mandatory Employee Retirement Contribution.
300. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.

ARTICLE III - PAY, HOURS AND BENEFITS

301. Notwithstanding paragraph 300 above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two-year period beginning July 1, 2011 and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.
302. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.
303. B. Employees 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.
304. C. 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.
- D. Pre-Retirement Planning Seminar and Retirement Ceremony.
305. The City shall continue to offer pre-retirement seminars and retirement ceremonies for bargaining unit members. These functions shall be administered by the Police Academy in consultation with the Police Officers Association. Bargaining unit members shall be offered the opportunity to attend the seminar in order of the number of years of service credit they have earned towards retirement. A preference shall be given to those members who have filed for retirement with the Retirement System. The City's cost for such services shall not exceed \$15,000 per fiscal year.
- E. Retirement Restoration Payment

For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage and premium pay increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:

- 2% deferred from December 26, 2020 through the close of business June 30, 2022;
- 1% deferred from the close of business June 30, 2021 through the close of business June 30, 2023; and
- Retention pay deferred from December 26, 2020 through the close of business June 30, 2022.

Restoration payments constitute pensionable compensation, to the maximum extent permissible under the Charter.

ARTICLE III - PAY, HOURS AND BENEFITS

As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.

Section 9. Wellness Programs.

A. Wellness Program.

306. The City shall continue to provide a wellness program as follows:
307. 1. 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.
308. 2. 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 up to 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. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.
309. 3. 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.
310. 4. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.
311. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

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

312. A 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. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.
313. The amount of this payment shall be equal to two percent (2%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an

ARTICLE III - PAY, HOURS AND BENEFITS

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.

314. 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% for each year of service x 20 years of service = 40%
40% x 500 hours = 200 hours.
200 hours x \$25 (base salary at time of separation) = \$5,000

315. 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.
316. 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.
317. The beneficiaries of employees who are killed in the line of duty, whose names are engraved on the Memorial Wall of the SFPD Hall of Justice, shall receive payments provided by the wellness incentive program.
318. The Pilot "wellness incentive program" to promote workforce attendance shall sunset on June 30, 2019.

Section 10. Paid Sick Leave Ordinance.

319. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

Section 11. Emergency Child Care Reimbursement Pilot Program

320. The Department will allocate up to fifty thousand dollars (\$50,000) annually for an Emergency Child Care Reimbursement fund. Under this policy, a child is defined as a natural or adopted child of the member under the age of 18. Employees who are held over for mandatory overtime, called back to work, or held over beyond their scheduled watch will be eligible to receive reimbursement up to twenty-five dollars (\$25) per each 30 minutes up to a maximum of one hundred dollars (\$100) per incident based on the employee's certification verifying the dates, times, and expense incurred. Reimbursement shall not exceed six incidents per employee. This pilot program will sunset on June 30, 2026.

ARTICLE III - PAY, HOURS AND BENEFITS

Section 12. Parental Release Time

321. An employee who is a parent of or has unpaid child rearing responsibility for one or more children attending K-12 school or a licensed child care facility shall be granted up to two (2) hours of paid Parental Release Time per six (6) month period (i.e. July 1 to December 31; January 1 to June 30) to participate in parent-teacher conferences.
322. In addition, employees are allowed up to forty (40) hours of unpaid Parental Release Time per fiscal year, not exceeding ten (10) hours in any calendar month, to participate in the K-12 school or licensed child care facility activities of any child of the employee or for whom the employee has unpaid child rearing responsibilities. Employees may use accrued vacation, compensatory time off, or floating holidays for this unpaid Parental Release Time.
323. Unused Parental Release Time hours do not roll over.
324. To qualify for either paid or unpaid Parental Release Time, the employee must follow the Department's time off approval process and give reasonable notice to his/her immediate supervisor before taking the time off. The employee must provide written verification from the school or licensed child care facility that he/she participated in a parent teacher conference (for paid Parental Release Time) or school/child care related activities (for unpaid Parental Release Time) on a specific date and at a particular time, corresponding to the time off.
325. The Department may deny a request for Parental Release Time if the request is untimely or for operational needs. Request will not be unreasonably denied. Denials of requests for Parental Release Time under this section are not subject to the grievance procedure under this Agreement.

ARTICLE IV. SCOPE

Section 1. Severability.

326. 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 2. Duration.

327. This Agreement shall be effective upon ratification and shall be effective from July 1, 2023 through June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this

_____ day of _____, 2023.

FOR THE CITY

FOR THE ASSOCIATION

Carol Isen Date
Human Resources Director

Tracy McCray Date
President, Police Officers' Association

Ardis Graham Date
Employee Relations Director

APPROVED AS TO FORM:
David Chiu, City Attorney

Jonathan Rolnick Date
Chief Labor Attorney



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

**DANIEL LURIE
MAYOR**

Sent via Email

NOTICE OF RECEIPT OF APPEAL

DATE: March 31, 2025
REGISTER NO.: 0065-25-4
APPELLANT: THOMAS LYONS

Carol Isen
Human Resources Director
Department of Human Resources
1 South Van Ness Avenue, 4th Floor
San Francisco, CA 94103

Dear Carol Isen:

The Civil Service Commission has received the attached letter from Thomas Lyons appealing the disqualification for the Q050 – Sergeant, Police Department examination. Your review and action are required.

If this matter is not timely or appropriate, please submit CSC Form 13 “Action Request on Pending Appeal/Request,” with supporting information and documentation to my attention by email to civilservice@sfgov.org. CSC Form 13 is available on the Civil Service Commission’s website at www.sf.gov/CivilService on the “File an action request for a Civil Service Commission hearing” page.

In the event Thomas Lyons appeal is timely and appropriate, the department is required to submit a staff report in response to the appeal within sixty (60) days so that the matter may be resolved in a timely manner. Accordingly, **the staff report is due no later than 11 a.m. on May 22, 2025**, so that it may be heard by the Civil Service Commission at its meeting on June 2, 2025. If you are unable to transmit the staff report by the May 22nd deadline, or if required departmental representatives will not be available to attend the June 2nd meeting, please notify me by use of CSC Form 13 as soon as possible, with information regarding the reason for the postponement and a proposed alternate submission and/or hearing date.

Appellant: Thomas Lyons
March 31, 2025
Page 2 of 2

You may contact me at Lavena.Holmes@sfgov.org or (628) 652-1100 if you have any questions. For more information regarding staff report requirements, meeting procedures or future meeting dates, please visit the Commission's website at www.sfgov.org/CivilService.

Sincerely,

CIVIL SERVICE COMMISSION



LAVENA HOLMES
Deputy Director

Attachment

Cc: Anna Biasbas, Department of Human Resources
Jeanne Buick, Department of Human Resources
Ben Houston, Police Department
Jen Lo, Department of Human Resources
Lisa Pigula, Department of Human Resources
Shawn Sherburne, Department of Human Resources



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

**DANIEL LURIE
MAYOR**

Sent via Email

March 31, 2025

Thomas Lyons
[REDACTED]

Subject: Register No. 0065-25-4: Appealing the disqualification for the Q050 – Sergeant, Police Department examination.

Dear Thomas Lyons:

This is in response to your appeal submitted to the Civil Service Commission on March 28, 2025, appealing the disqualification for the Q050 – Sergeant, Police Department examination. Your appeal has been forwarded to the Department of Human Resources for investigation and response to the Civil Service Commission.

If your appeal is timely and appropriate, the department will submit its staff report on this matter to the Civil Service Commission in the near future to request that it be scheduled for hearing. The Civil Service Commission generally meets on the 1st and 3rd Mondays of each month. You will receive notice of the meeting and the department's staff report on your appeal two Fridays before the hearing date via email, as you have requested on your appeal form.

In the meantime, you may wish to compile any additional information you would like to submit to the Commission in support of your position. The deadline for receipt in the Commission office of any additional information you may wish to submit is 5:00 p.m. on the Tuesday preceding the meeting date by email to civilservice@sfgov.org. Please be sure to redact your submission of any confidential or sensitive information (e.g., home addresses, home or cellular phone numbers, social security numbers, dates of birth, etc.), as it will be considered a public document.

You may contact me by email Lavena.Holmes@sfgov.org or by phone at (628) 652-1100 if you have any questions. You may also access the Civil Service Commission's meeting calendar, and information regarding staff reports and meeting procedures, on the Commission's website at www.sf.gov/CivilService.

Sincerely,

CIVIL SERVICE COMMISSION

LAVENA HOLMES
Deputy Director



CIVIL SERVICE COMMISSION
City and County of San Francisco
25 Van Ness Avenue, Suite 720
San Francisco, California 94102-6033
Executive Officer
(628) 652-1100

CSC Register No.
0065-25-4
To: X' C Isen
CC: A. Biasbas L. Pignola J. Lo J. Buick

APPEAL TO THE CIVIL SERVICE COMMISSION

INSTRUCTIONS:

Submit an original copy of this form to the Executive Officer of the Civil Service Commission at the address above **within the designated number of days** following the postmarked mailing date or email date (whichever is applicable) of the Department of Human Resources' or Municipal Transportation Agency's notification to the appellant. The appellant's/authorized representative's original signature is required. (E-mail is not accepted.) It is recommended that you include all relevant information and documentation in support of your appeal.

TYPE OF APPEAL: (Check One)

- Examination Matters (by close of business on 5th working day)
Employee Compensation Matters (by close of business on 7th working day) - Limited application
Personal Service Contracts (Posting Period)
Other Matters (i.e., Human Resources Director/Executive Officer Action) (30 Calendar days) **X**
Future Employability Recommendations (See Notice to Employee)

"During the Shelter Order dated March 17, 2020, we are accepting appeals by email at civilservice@sfgov.org"

Thomas Lyons

Full Name of Appellant

Q-02 Police Officer

Work Address

San Francisco Police Department

Work Telephone

Job Code

Title

Department

Residence Address

City

State

Zip

Home Telephone

John MacNamara

Full Name of Authorized Representative (if any)

Telephone Number of Representative (including Area Code)

RECEIVED

2025 MAR 28 13:35:01

EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION

SAN FRANCISCO

NOTE: If this is deemed to be a timely and appealable matter, the department will submit a staff report to the Civil Service Commission to request that it be scheduled for hearing. You will be notified approximately one week in advance of the hearing date, at which time you will be able to pick up a copy of the department's staff report at the Commission's offices. If you would instead prefer Commission staff to email you a copy of the meeting notice and staff report, please provide your email address below.

Email:

COMPLETE THE BASIS OF THIS APPEAL ON THE REVERSE SIDE. (Use additional page(s) if necessary)

Does the basis of this appeal include **new** information not previously presented in the appeal to the Human Resources Director? If so, please specify.

Check One:

☒ Yes

☐ No



Original Signature of Appellant or Authorized Representative

3/21/2025
Date

CSC-12 (5/2021)

Date Received by Civil Service Commission:

State the basis of this appeal in detail. For more information about appeal rights and deadlines, please review the Civil Service Rules located on the Civil Service Commission's website at www.sfgov.org/CivilService.

I am appealing DHR's decision on not allowing me to take the Q50 Promotional Exam. DHR states that I do not meet the minimum qualifications for the exam due to my probation end date, which was significantly delayed.

My probation end date was significantly delayed due to a documented FMLA leave for an illness (approximately 5 months), and further delayed via the COVID-19 pandemic. My fellow classmates' and my probation dates significantly changed due to multiple delays both before and after our swearing in date due to the COVID-19 pandemic, and I should not be penalized by not being allowed to take the Q50 Exam as a result of these documented multiple illnesses and my documented FMLA leave. If these delays are accounted for, my probation would have ended well before the end of the filing date for the Q50 Exam. However, due to these delays, my probation ended in July 2022. Forbidding me from taking the Q50 Exam as a result of these illnesses is punitive in response to my documented medical and FMLA leave.

Additionally, Department Notice 24-107, which is currently in effect and has not been rescinded by the San Francisco Police Department, describes the length of service time to take the Q50 Exam is, "...a minimum of three (3) years of experience with the SFPD at the rank of Q002 Police Officer or higher. **Length of service is calculated from date of swearing in...**" The date of my swearing in was August 2022, which would also doubly make me eligible for to take the Q50 Promotional Exam.

