POLICY: Except as provided for by ordinance, Civil Service Rule, or other law, the City and County is not required to pay any employee for time that the employee was not on duty. All employees are required to be ready for duty as scheduled.

PURPOSE: To provide standards for supervisors and personnel, sworn and non-sworn, of the San Francisco Sheriff’s Department in the proper use, monitoring, and documentation of tardiness.

DEFINITIONS:

Tardy: - An employee is considered tardy when the employee is not ready for duty at the designated reporting time and place.

Reporting Time: - For all facilities and units conducting muster, the reporting time is at the beginning of muster. For employees working alternative schedules, reporting time shall be at the beginning of a scheduled shift. A supervisor may designate verbally or in writing an employee's reporting time.

Ready for Duty: - An employee is ready for duty when the employee is dressed in the required uniform, or non-uniform dress standard, with equipment as defined by policy K-1, Uniform Equipment and Grooming Standards, or as directed by any supervisor.

Late Time: - The amount of late time is the difference between the time that the employee was scheduled to report for duty and the time that the employee was ready for duty and had reported to a supervisor.

Record of Absences: - The Record of Absences is the name of the form used to maintain the attendance records for employees assigned to any facility or unit.
Punctuality - Tardiness

The record of absences is tracked in the twelve-month period beginning November 1 of each year and ending October 31 of the following year.

Rolling Months - Any four (4) consecutive calendar months in the twelve-month period beginning November 1 of each year and ending October 31 of the following year. A rolling four (4) month period begins on the actual date of any documentation of tardiness, and ends four (4) months later on the same calendar date. Each tardiness may trigger the beginning of a rolling four (4) month period.

PROCEDURE:

I. General Provisions

A. All employees must be ready for duty at the time and place scheduled by their supervisor or supervisor's designee.

1. If an employee knows that he/she will be late, the employee will notify a supervisor or the supervisor's designee, at their work site, that he/she will be late and his/her estimated reporting time.

B. If an employee reports to work later than scheduled, his/her supervisor will do the following during that watch:

1. Complete Section 1 of the Employee Late Slip

2. Direct the employee to complete Section 2 of the form, and return the form to their supervisor.

   a. If the employee declines to complete Section 2 of the form, the supervisor will note this in Section 2.

C. When an employee has completed the Employee Late Slip, a supervisor will confer with the employee. The supervisor will determine how the late time will be accounted for, based on the needs of the facility. The supervisor will then complete Section 3 and one of the following shall occur:

1. If the employee is late less than 15 minutes the employee may make up the missed duty time, during that watch, or

2. If the employee is late more than 15 minutes, the supervisor will:

   a. offer the employee to deduct the late time from an accrued paid category such as vacation, compensatory time, sick time, floating holiday, or day-in-lieu, or

   b. allow the employee to choose "no pay" for missed duty time.
3. A supervisor will adjust payroll records to reflect any late time adjusted by either option C.2.a or C.2.b of Section I – General Provisions of this policy.

4. A supervisor will complete Section 4 of the Employee Late Slip.
   a. In the mitigating factors section, the supervisor will mark the “yes” box if the tardiness was related to any mitigating factors.
   b. The supervisor may explain what the mitigating factors were in the comments section.

5. The supervisor will distribute the completed Employee Late Slip as follows:
   a. white copy to the Personnel Unit
   b. Yellow copy to the employee
   c. Pink copy to the employee’s facility or unit file.

6. The Watch Commander will review the Late Slips at least once a month.

7. A supervisor shall mark the employee’s Record of Absence to reflect the time that the employee was late.

II. Tardiness Abuse

A. An employee’s punctuality is considered in violation of this policy when one or more of the following occurs:
   1. the employee is tardy four (4) times within four (4) consecutive months, or
   2. the employee is tardy a total of three (3) hours or more within four (4) consecutive months, or

III. Corrective Action

A. Counseling - When an employee abuses tardiness, as defined by the Policy and Procedure, he/she shall be counseled, in writing, by his/her supervisor. The counseling shall state that any further abuse of tardiness, in the twelve-month period beginning November 1 of each year and ending October 31 of the following year, will subject the employee to discipline, up to and including termination.
Punctuality - Tardiness

1. The supervisor will distribute the counseling as follows:
   a. copy to the Personnel Unit
   b. copy to the employee
   c. original to the employee's facility or unit file

2. A supervisor shall not initiate a counseling if he/she seeks discipline.

IV. Discipline

A. All discipline shall be in conformance with the San Francisco Sheriff's Department Policy and Procedure, I-25, Counseling and Disciplinary Procedures.

B. Discipline Track

   1. Reprimand - After having received a counseling, the next time an employee is tardy, during the Record of Absences period, the employee shall be subject to a reprimand.

   2. The Sheriff or the Sheriff's designee has the discretion to impose disciplinary action up to and including suspension and/or termination if there is further abuse of tardiness, after the receipt of a reprimand.
POLICY:

Use of sick leave with pay is permitted when an illness or injury of an employee or of an employee's immediate family member prevents the employee from the performance of his/her job duties.

PURPOSE:

To provide standards for employees in the proper use, monitoring and documentation of sick leave.

DEFINITIONS:

Immediate Family Member – Employee’s parent, step parent, grandparent, parent-in-law, spouse, domestic partner, significant other, sibling, child, stepchild, adopted child, foster child, legal guardian or any person who is permanently residing in the household of the employee.

Licensed Medical Practitioner – Any medical practitioner, licensed clinical psychologist, psychiatrist, Christian Science practitioner, chiropractor, nurse practitioner, or designee from Worker’s Compensation, or any other licensed practitioner, who provides a medical or health service.

Medical Verification – A signed, dated statement from a medical practitioner, who is treating the employee or the employee’s family member, listing the date(s) that employee or the employee's immediate family member was incapacitated, due to illness or injury. All medical verification must include the practitioner’s name, office address and telephone number.

PROCEDURE:

I. General Provisions

A. The use of sick leave is monitored by the Department and reviewed in 12 month blocks for all employees.
Sick Leave With Pay

1) The 12 month period shall be based on the permanent start work date used for the employee's annual performance evaluation.

B. An 8302 Deputy Sheriff or an 8304 Deputy Sheriff who has been reappointed after a 6-month separation, accumulates sick leave credits, but will not be paid for sick leave use during the first 6 months of his/her employment or re-hire.

C. A probationary employee using sick leave will have his/her probation extended pursuant to Civil Service Commission Rules.

D. An employee is prohibited from working in secondary employment, as governed by Charter Section C.105 and Civil Service Commission Rules, while being compensated by sick leave.

E. Any sick leave usage for more than one half of a regularly scheduled work day shall constitute a full sick day when determining sick leave abuse. Any sick leave usage for less than or equal to one half of a regularly scheduled work day shall not count at all when determining sick leave abuse.

F. An employee using sick leave more than five consecutive scheduled work days must complete a Request for Leave form in accordance with Civil Service Rules.

1. His/her supervisor shall complete the "Supervisor's Report of Absence of Five Days or More" from the Family and Medical Leave Packet, and submit it to the Personnel Unit immediately upon completion.

   a. This form may be submitted by inter-office mail, by fax or by e-mail, and followed up by a telephone call to the Personnel Unit.

2. The Personnel Unit shall contact the employee to ensure the completion of required request forms.

G. The use of sick leave is subject to the rules and regulations adopted by the Department and any provisions not covered in these rules and regulations shall follow Civil Service Commission Rules.

H. Sick leave use with medical verification does not preclude the Department from pursuing a fitness for duty assessment to ensure an employee is medically and/or psychologically fit to remain in a work assignment. The Department will follow Civil Service Rules.

I. Deadline for submitting medical verification is within 72 hours of the employee returning to work.

J. Sick leave may be used for bereavement purpose.

1. Bereavement may be used when the absence is due to a death of a family member and shall not exceed three working days if the employee is not required to travel outside of California.
Sick Leave With Pay

2. If required to travel outside of California, the use of bereavement shall not exceed five working days.
3. Such use of bereavement will not be considered when reviewing sick leave records for sick leave abuse.

II. Reporting Procedure for the Use of Sick Leave

A. An employee assigned to a 24-hour facility, section or unit who is unable to report to duty for his/her assigned work shift, due to illness or injury or the illness of an immediate family member, shall call his/her assigned facility, section or unit at least one hour prior to his/her reporting time.
   1. In an assignment where employees are required to attend muster, the start of muster is the reporting time.
   2. An employee shall report his/her inability to report for work to an on duty supervisor at his/her facility/unit.
      a. The on duty supervisor may delegate this responsibility if unable to take the call when it is received at the facility, section or unit.

B. An employee assigned to a non-24 hour facility, section or unit shall leave a phone message on the designated phone line for his/her assignment at least one hour prior to his/her reporting time.

C. If an employee requests to use sick leave for a medical or dental appointment for himself/herself or an immediate family member, the employee shall submit a Time Off card request no less than 24 hours prior to the date requested.
   1. Supervisors shall approve these requests when properly submitted.
      a. The employee shall submit medical verification within 72 hours of return to work.

D. If an employee becomes ill at work and is unable to continue to perform his/her duties, the employee shall inform his/her supervisor and complete an On Duty Illness form.
   1. If the employee is unable to complete the On Duty Illness form, his/her supervisor will complete the form.
   2. When able, the employee shall sign the form.

E. If an on duty employee's immediate family member is ill or injured or there is a family emergency, the employee shall inform his/her supervisor and complete an On Duty Illness form.

F. A supervisor shall approve the On Duty Illness form.
   1. The supervisor may require medical verification.
III. Monitoring Sick Leave Use

A. A designated supervisor, Watch Commander or Assistant Watch Commander in each facility, section or unit is responsible for recording and monitoring the use of sick leave by employees assigned to that work location.

1. The supervisor shall report any sick leave abuse to the watch commander, section or unit commander.

B. Every facility, section and unit commander is responsible for ensuring that attendance records are reviewed by a supervisor once a month to monitor sick leave use.

1. The administrative supervisor at each facility or unit is responsible for documenting and monitoring the sick leave use of employees assigned to that facility or unit.
2. If an employee is on sick leave for 90 calendar days, the employee's facility or unit personnel file will be sent to the Personnel Unit.
   a. A deputy assigned to a satellite unit is excluded from this condition.

IV. Sick Leave Abuse

A. The use of sick leave for three consecutive work days without medical verification.

B. The use of sick leave for time that the employee requested to be off on vacation, day in lieu, compensatory time or floating holiday, and was denied by a supervisor, unless medical verification is provided by the employee within 72 hours of returning to work and that the medical verification was requested by a supervisor.

C. The use of sick leave either immediately before or immediately after a legal holiday, without medical verification.

D. The use of sick leave on a legal holiday, without medical verification.

E. The use of sick leave on a day the employee was assigned to attend training approved by the training unit, without medical verification.

F. The use of sick leave during an Extended Work Week work shift, without medical verification.

G. Failure to submit required medical verification within 72 hours of returning to work.

H. The use of sick leave in excess of twelve working days, without medical verification, unless the use of sick leave was during an approved leave of absence.

I. Use of four partial sick leave use (less than 4 hours per each instance), without medical verification.
Sick Leave With Pay

V. Corrective Action for Sick Leave Abuse

A. When an employee's use of sick leave falls into a category of sick leave abuse, the employee is subject to counseling.

B. Further sick leave abuse is defined as follows:
   1. IV. A, B, C, D, E, F, G - Any single instance of the same violation.
   2. IV. H. & I - Any use of sick leave.

C. The counseling shall state that any further abuse of sick leave, during the following twelve consecutive months will subject the employee to discipline.
   1. The counseling shall state the employee is required to provide medical verification for any further abuse of sick leave for the six months following the issuance of the written counseling or be subject to discipline.
   2. A supervisor shall not issue a written counseling if he/she is requesting discipline.

VI. Discipline for Sick Leave Abuse

A. Once an employee has been issued a counseling for sick leave abuse, further abuse as defined in section V. B., or any failure to meet any requirement indicated on the written counseling shall be referred to the employee's Division Commander for discipline.

   1. The Division Commander is authorized to issue a Letter of Reprimand.
   2. The Division Commander may determine the sick leave abuse so egregious as to warrant immediate referral to the administration for more severe discipline.

B. Once an employee has been issued a Letter of Reprimand for sick leave abuse, any further use of sick leave without medical verification during the next twelve consecutive months shall be referred by the Division Commander to the Administration with a recommendation for further disciplinary action up to and including termination.
SAN FRANCISCO SHERIFF'S DEPARTMENT
ON-DUTY ILLNESS REPORT

Name of Employee: __________________________ Date: __________________________

Description of Symptoms: __________________________
(e.g., nausea, fever, leg pain)*

________________________________________________________________________

Time and date that you first became aware of these symptoms: ____________________________________________

________________________________________________________________________

How do these symptoms preclude you from performing your job functions?
(e.g., nausea prevents me from standing or patting, leg pain prevents me from running, etc.)

________________________________________________________________________

________________________________________________________________________

_________________________________________ Time employee left duty location: ________________

Employee's Signature

*****************************************************************************

Supervisor's Comments: ________________________________________________

________________________________________________________________________

________________________________________________________________________

Supervisor's Name (Type or Print) __________________________ Supervisor's Signature __________________________

□ Medical Verification Required

Supervisor's Signature, Star #

*The department is not asking you to disclose your medical condition, only the restrictions you may have that affect your ability to work.
Sick Leave Without Pay is a privilege to be requested and granted only in cases of illness or injury which incapacitates an employee from the performance of job duties, and; the employee does not wish to use Sick Leave With Pay or the employee is not eligible for Sick Leave With Pay. Abuse of this privilege will be a basis for disciplinary action, which may lead to suspension or termination.

REFERENCE:

Civil Service Rule 22

DEFINITIONS:

Probationary Employee - A person appointed to a permanently funded position from a certified Civil Service Eligibility List for that position, and whom employment is on a trial basis for the period of time specified by Civil Service Commission rules.

Permanent Employee - A person appointed to a permanently funded position from a certified Civil Service Eligibility List for that position, and who has successfully completed the probationary period for that position.

Temporary Employee - A person employed by the City and County of San Francisco on a basis other than permanent or probationary.

Position - The duties and responsibilities assigned by the Sheriff, or designee, to be performed by an employee. Each position is distinguished by a different Civil Service Class Number.
PROCEDURE:

I. General

A. Sick Leave without Pay may be taken for the same reason as Sick Leave with Pay.

B. Sick Leave without Pay is administered under the same procedures as Sick Leave with Pay, except as specified in these procedures.

C. Temporary employees may be granted Sick Leave without Pay for a period of up to three (3) consecutive calendar months.

1. Temporary employees who are on Sick Leave without Pay status must renew their application for Sick Leave without Pay each month that they wish to remain on Sick Leave without Pay.

2. However, if the temporary employee is on Sick Leave without Pay status in the form of Maternity Leave, the total length of time the temporary employee may be on Sick Leave without Pay is regulated by the Maternity Leave Policy.

D. Permanent employees may be granted Sick Leave without Pay for a period of up to twelve (12) consecutive calendar months.

1. Permanent employees who are on Sick Leave without Pay status must renew their application for Sick Leave without Pay every three (3) months that they wish to remain on Sick Leave without Pay.

2. Permanent employees may request to be on Sick Leave without Pay status in excess of twelve (12) consecutive months, up to a maximum of twelve (12) additional months, provided that a physician designated by the Civil Service Commission examines the employee and certifies by means of a signed, dated, written statement, submitted to the Department, that:

   i. There is reasonable probability that the employee will be able to return to work and perform all of the job duties of the employee's position at the end of the Sick Leave without Pay absence, or

   ii. The designated Civil Service Commission physician wishes to defer the determination of the employee's ability to return to work for three (3) consecutive calendar months.

   a. The designated Civil Service Commission physician may defer the determination of the employee's ability to return
to work in three (3) month increments, for a total extension of Sick Leave without Pay for one (1) additional year.

b. However, if at any time the designated Civil Service Commission physician certifies that there is not a reasonable probability that the employee will be able to work and perform all of the job duties of the employee's position, the Department will have justification for terminating the employee (per Civil Service Commission Rules).

E. Sick Leave without Pay, taken in compliance with these procedures, does not constitute a break in service, and does not extend the employee's probationary period.

F. Employees are prohibited from working in any other employment when on Sick Leave without Pay, except that:

1. The Sheriff, with the approval of the General Manager, Personnel (of the Civil Service Commission), may grant permission for the employee to engage in outside employment, after considering the medical reason for the employee being on Sick Leave without Pay.

2. Such outside employment must be in compliance with the Department's Policies and Procedures governing outside employment.

G. Employees must keep themselves informed of the amount of Sick Leave without Pay hours they currently have, so that if they do no have any Sick Leave with Pay, they will be able to comply with the following Sick Leave without Pay notification and application procedures.

II. Notification Procedures for Requesting Sick Leave without Pay

A. The procedures for requesting Sick Leave Without Pay, for periods of less than five (5) consecutive working days are the same as for requesting Sick Leave with Pay (calling in sick).

B. If an employee is going to be absent for a period of five (5) or more consecutive working days on Sick Leave without Pay, the employee must submit a "Request for Leave" form (CSC 7-20), to the employee's Facility Commander or Director, no later than fourteen (14) calendar days after the employee begins the absence period.

1. The employee must complete sections 1 through 11 on the Request for Leave form.
Sick Leave Without Pay

2. The time period requested can be no more than three (3) consecutive months, and a new Request for Leave form must be submitted for each three (3) month Sick Leave without Pay absence being requested.

3. The employee must have sections 12 through 19 completed by a licensed medical doctor, doctor of dental surgery, doctor of podiatry medicine, licensed clinical psychologist or Christian Science Practitioner.

C. The employee's Facility Commander or Director will review the Request for Leave form, complete section 20 of the form and forward the form to the Personnel Manager within five (5) working days.

D. The Personnel Manager will review the Request for Leave form, complete section 21 and forward the form to the Sheriff within five (5) working days.

E. When the Sheriff approves or denies the Sick Leave without Pay absence and completes section 22 of the Request for Leave for, the Personnel Manager will:
   1. Send two (2) copies of the form to the employee's Facility Commander or Director.
   2. Place the original form in the employee's Administrative Personnel File.

F. When the employee's Facility commander or Director receives the copies of the Request for Leave form, the Facility Commander or Director will:
   1. Have the Administrative Supervisor place one (1) copy of the Request for Leave form in the employee's Personnel File and draw a red diagonal line through the "SL" on the employee's Record of Absences form for any absences approved on the Request for Leave form.
   2. Forward the other copy to the Request for Leave form to the employee.

III. Extending and Shortening Sick Leave without Pay

A. Employees who are on approved Sick Leave without Pay and wish to have their leave extended, will submit a new Request for Leave form to the Personnel Manager no later than seven (7) calendar days before the expiration date of the employee's present leave.

1. Upon receiving the new Request for Leave form, the Personnel Manager will:
   i. Notify Civil Service, if a Civil Service Commission physician's examination of the employee is required.
Sick Leave Without Pay

ii. Complete Section 21 of the form.

iii. Forward the form and all pertinent related material to the Sheriff.

2. Upon receiving the form back from the Sheriff, the Personnel Manager will:
   i. Forward one (1) copy of the form to the employee.
   ii. Place the original of the form in the employee's Administrative Personnel File.
   iii. Place one (1) copy of the form in the employee's facility personnel has not been reassigned to the Administrative Division; send a copy to the employee's Facility Commander or Director for insertion in the employee's personnel file.

B. Employees who are on approved Sick Leave without Pay and wish to have their Leave shortened, must submit to the Personnel Manager:
   1. A signed, dated, written statement by a person who is licensed to practice in the same profession as the person who filled out sections 12 through 19 on the Request for Leave form, on which the employee's present Leave was authorized, which certifies that the employee is now able to perform all of the job duties of the employee's position.
   2. A signed, dated, written request by the employee to have the Leave shortened, indicating the date on which the employee is requesting to have the Leave end.

C. Upon receiving the above documents, the Personnel Manager will:
   1. Forward the employee's request and all other pertinent information to the Sheriff.
   2. Send the employee written notification of the Sheriff's decision.
   3. Place a copy of this written notification, along with the required documentation from the employee, in the employee's Administrative Personnel File.
   4. Notify the employee's Facility Commander or Director if the employee is being allowed to shorten the Leave.
POLICY: The City and County of San Francisco compensates employees for injuries sustained on the job. In order to receive such compensation, Sheriff's Department employees must comply with the rules as outlined by the Civil Service Commission, the City Charter, and this procedure.

PURPOSE: To provide direction to employees in the proper documentation of disability, their responsibilities while on disability and the rules governing their return to full duty.

DEFINITIONS:

Facility Administrative Supervisor - That person at each facility, section, or unit that is responsible for personnel functions including attendance records, maintenance of personnel files and payroll.

Disability Leave - Due to Industrial Illness or Injury - Absence of a sworn employee due to illness or injury arising out of or in the course of employment is defined as Disability Leave and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.

Disability - Due to Battery - Absence of a non-sworn employee due to injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to Sick Leave with Pay under the provisions of Civil Service Commission Rule 22. Authorized Sick Leave under this section shall not be charged against earned Sick Leave with Pay credits.

PROCEDURE:

1. Required Reports

   A. When an employee sustains an injury while on duty or the injury occurs off duty while performing his/her duty as stated in Section 830.1 PC that requires medical
Disability Leave

treatment, the employee must report to San Francisco General Hospital or report to a pre-designated physician as described in Section III (C) of this policy. The following reports shall be prepared and submitted:

1. The employee must fill out and sign a claim form DWC-1, Department of Industrial Relations, Employee's Claim for Workers' Compensation Benefits. Supervisors must make this form available upon request from an employee. (This form is available at each facility or at San Francisco General Hospital)
   a. The employee must complete the required information in this form, return it to his/her supervisor and obtain a receipted copy. The purpose of this form is to protect the employee's rights. The supervisor shall forward this report to the Personnel Section through inner-office mail.

2. Employee's Report of Occupational Injury or Illness (Form 5020) shall be prepared by the employee's immediate supervisor and forwarded to the Personnel Section, through inner-office mail, within 24 hours of the injury/illness.
   a. This report is required whether the employee is placed on Disability Leave.

3. A written Incident Report prepared by the injured/sick employee describing the cause of the alleged disability and the manner in which it was sustained. A copy will be provided by the employee to the employee's immediate supervisor within 24 hours of the injury/illness. If the employee is not able to write this report, the supervisor's Incident Report will stand in its place. The supervisor shall forward this report to the Personnel Section through inner-office mail.

4. A written Incident Report by the employee's supervisor stating all the facts regarding such injury/sickness, together with the name (and address if necessary) of witnesses, if any, whether the disability was sustained in the performance of Sheriff's Department duties and whether the employee was on or off-duty at the time. A copy of this report and the injured employee's report will be forwarded to the Administrative Supervisor who will forward a copy to the Facility Commander, Director, Unit Commander, or other commanding officer in the chain of command. The Administrative Supervisor shall forward a copy of this report to the Personnel Section through inner-office mail.

5. If a sworn officer is exposed to a body fluid capable of transmitting HIV and/or Hepatitis, that officer should call the San Francisco Exposure Hotline at (415) 469-4411.
6. A non-sworn employee suffering injury or illness in the course of employment and caused by an act of criminal violence shall immediately notify his/her supervisor and request treatment at San Francisco General Hospital. The non-sworn employee's supervisor shall investigate the reported act of criminal violence and cause the proper Incident Report to be made. In addition to the Incident Report, a memorandum shall be made requesting that the sheriff's employee be carried on Battery Leave and provide the date, time, location, and circumstances surrounding the crime of violence and forward such memorandum to the Undersheriff with a copy to the Personnel Section.

B. When an employee suffers from a recurrence of a previously reported work-related injury or illness, the following reports shall be submitted:

1. The employee, if on duty, shall submit an Incident Report to his/her supervisor stating all the facts regarding such recurrence, the date of the original injury and the name and address of the treating physician. The employee must fill out and sign a claim form DWC-1, Department of Industrial Relations, Employer's Claim for Workers' Compensation Benefits (This form is available at each facility or at San Francisco General Hospital).

2. Employer's Report of Occupational Injury or Illness (form 5020) shall be prepared by the employee's immediate supervisor and forwarded to the Personnel Section within 24 hours of the injury/illness.

3. If the recurrence occurs while he employee is off duty, the employee shall immediately report that fact to his/her supervisor or officer in charge of his/her unit assignment. The employee will provide all the information necessary to complete the report required in Part I, A.4. The report shall then be prepared by the supervisor who received the information from the disabled employee and distributed per this procedure.

4. Employees suffering from a recurrent injury shall, without unreasonable delay, notify the San Francisco City and County Employees' Retirement System, Compensation Division, Sheriff's Claims Adjuster and follow all instructions.

II. Employee Responsibilities

A. Employees who suffer a job incurred injury/illness or a recurrence of a previously suffered job incurred injury/illness and are placed on Disability Leave per this procedure shall:
1. Provide the original medical certificate from San Francisco General Hospital and/or any other attending physician to the Administrative Supervisor at his/her assigned duty station immediately subsequent to his/her first visit.

2. Provide any subsequent medical certificates authorizing such disability to the Administrative Supervisor at his/her assigned duty station immediately subsequent to any further doctor's appointments.

3. Telephone the Administrative Supervisor at least once per week, or more often, as directed, and advise the Administrative Supervisor of his/her current status and medical progress.

4. Not engage in any outside employment, notwithstanding the fact the prior written permission to engage in such outside employment was received from the Sheriff.

5. Not participate in any activity, which is likely to aggravate or prolong the condition, which initially justified the Disability Leave. Specifically exempt from this section is exercise or therapy prescribed for medical reasons.

6. Strictly comply with the instructions of the attending physician, the Administrative Supervisor, and the Personnel Manager.

7. Not absence himself/herself from his/her residence in excess of 72 hours without obtaining permission from the attending physician. The employee shall fully discuss all activities he/she plans to engage in with the attending physician for determination of whether the activities would aggravate the injury or retard the employee's convalescence. The attending physician's written authorization shall be forwarded to the Administrative Supervisor by the employee prior to taking a trip.

8. Notify the Administrative Supervisor whenever he/she will be away from his/her residence in excess of seventy-two (72) hours. The employee will provide the Administrative Supervisor with an address and a phone number where he/she can be contacted.

9. Keep all scheduled appointments with his/her attending physician. If it becomes necessary to cancel a scheduled appointment, the employee shall be responsible for contacting the physician's office at the earliest possible time, and advise the office staff of the need for cancellation and rescheduling of the appointment.

10. When notified of a date he/she will be released to return to either full or modified duty, immediately notify the Administrative Supervisor with that
III. General Provisions

A. No employee who is released to return to duty after more than ninety (90) calendar days of Disability Leave should anticipate assignment to any specific facility or watch.

1. It is the responsibility of the Administrative Supervisor of the employee's duty assignment to forward the employee's personnel file to the Personnel Section of the Sheriff's Department when that time has elapsed.

B. The validity of all Disability Leave taken by Sheriff's Department employees is subject to investigation by the Internal Affairs Unit. The abuse of Disability Leave or the use of any misrepresentation to induce the City and County of San Francisco to grant and pay Disability Leave can result in disciplinary action up to and including termination as well as criminal prosecution.

C. In order for an employee to be treated by his/her personal physician, from the date of such job incurred injury or illness, the employee must have the name and address of such personal physician on file with the Personnel Section, prior to sustaining such injury or illness. If after such injury or illness, the employee designates a physician, the employee must wait thirty (30) calendar days before being treated by such physician. A personal physician is defined as the employee's regular physician or surgeon who has "previously directed the medical treatment of the employee, and who retains the employee's medical records, including his/her medical history."

1. All employees, whether or not they have this request on file, are required to initially report to San Francisco General Hospital for necessary medical treatment in the event they sustain a job incurred injury/illness.

D. Supervisors are responsible for providing initial transportation for employees sustaining an on the job incurred injury or illness to medical treatment.

E. All original medical certificates presented by an employee on Disability Leave to his/her immediate supervisor shall be forwarded to the Personnel Section. A copy shall be placed in the employee's personnel file.
Disability Leave

IV. Return to Work from Disability Leave

A. In order to return to work, an employee who has been on disability leave for less than ninety (90) calendar days must present a medical certificate from the attending physician, designating the employee's ability to return to full duty. The certificate will be presented to his/her immediate supervisor immediately upon the employee's receipt of such medical certificate from the attending physician. The original shall be forwarded to the Personnel Section and placed in the employee's disability file.

1. Anytime an employee who has been on disability leave is instructed by his/her attending physician to return to modified duty or an employee who returned to full duty is subsequently placed by his/her attending physician on modified duty, the employee will immediately provide documentation to his/her Administrative Supervisor. The Administrative Supervisor shall inform the Personnel Section and request a modified duty assignment.

B. In order to return to work, an employee who has been on disability leave for more than ninety (90) calendar days must present a medical certificate from the attending physician, designating the employee's ability to return to full duty. The certificate will be presented to the Personnel Section immediately upon receipt by the employee. The Personnel Section will determine the needs of the department and assign the employee as needed.

C. Employees who have returned to full duty from disability leave or are authorized by the compensation division to do so may have follow-up appointments scheduled with the attending physician or therapist. Employees should attempt to schedule these appointments during hours, which do not conflict with their work assignments. A copy of the appointment schedule shall be presented to the employee's immediate supervisor, if the appointments are scheduled during regularly scheduled work hours. Employees attending such appointments during work hours shall not be required to use sick pay unless the appointment causes the employee to be away from the work site for more than two hours.

V. Disability Incurred While Assigned to Training

A. If an employee is injured while assigned to training, he/she will contact the Training Section as soon as practical.

1. If he/she is out of town and in need of immediate medical care, he/she may seek medical care at the facility recommended by the training sponsor.
Disability Leave

2. All documents, reports, etc. from the medical facility where the employee was treated shall be submitted to the Training Section staff.

B. The employee, if able, must complete all incident reports and documents as required by this procedure.
   1. The Training Section staff will complete these requirements if the employee is unable.

C. The Training Section staff will act as the Facility Administrative Supervisor for purposes of this procedure.

D. If the employee is placed on disability leave, he/she will conform to the provisions of this procedure, particularly to Section II, titled “Employee Responsibilities”.
SUBJECT: Assignment of Personnel on Disability

POLICY: To have the division and facility rosters accurately reflect the actual number of personnel readily available, and to provide a uniform manner of Disability Leave monitoring.

PURPOSE: Whenever an employee is attending a Basic Training Academy or is on Disability Leave, he/she shall be removed from their unit assignment.

PROCEDURE:

I. General

A. When a deputy attends a Basic Academy he/she is reassigned to the Training Section.

1. The Facility Commander shall remove his/her name from the watch roster and deliver all pertinent personnel records to the Training Manager.

2. The training manager shall be the employee's immediate supervisor during the Academy training.

3. Upon completion of the Academy, the deputy will be reassigned by the Personnel Manager based on current needs within the Department.

B. When an employee reports a disability, the procedures outlined in the Department's Disability Leave Policy (I-13) shall be followed:

1. Employees who are authorized disability leave by San Francisco General Hospital shall be reassigned to inactive status.
Assignment of Personnel on Disability

i. The Facility Commander or Director shall remove his/her name from the watch roster and deliver all pertinent personnel records to the Personnel Unit.

ii. Upon conclusion of the disability leave, the employee will report to the Personnel Manager for reassignment based on current needs within the Department.
San Francisco Sheriff's Department
Modified Duty Locations

Modified duty employees should be assigned to locations in the following order based on the needs of the department. Assignments only apply when a location is open and operational.

1. Modified duty employees assigned to the following facilities / sections / units will count toward the minimum staffing levels:

<table>
<thead>
<tr>
<th>Location</th>
<th>Discipline</th>
<th>No. Employees</th>
<th>Watch(es)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Jail #1</td>
<td>Money Desk</td>
<td>1 Deputy Sheriff</td>
<td>All</td>
</tr>
<tr>
<td>County Jail #1</td>
<td>Information Phone Line</td>
<td>1 Deputy Sheriff</td>
<td>All</td>
</tr>
<tr>
<td>County Jail #2</td>
<td>C-Pod Control Room</td>
<td>1 Deputy Sheriff</td>
<td>All</td>
</tr>
<tr>
<td>County Jail #5</td>
<td>Control Room</td>
<td>2 Deputy Sheriff's</td>
<td>All</td>
</tr>
<tr>
<td>County Jail #6</td>
<td>Control Room</td>
<td>1 Deputy Sheriff</td>
<td>All</td>
</tr>
<tr>
<td>Classification</td>
<td>As needed</td>
<td>1 Deputy Sheriff</td>
<td>Day</td>
</tr>
<tr>
<td>CWB</td>
<td>As needed</td>
<td>1 Non-sworn employee</td>
<td>All</td>
</tr>
<tr>
<td>FOD Administration</td>
<td>As needed</td>
<td>As needed (sworn / non-sworn)</td>
<td>Day</td>
</tr>
<tr>
<td>SFGH 7D / 7L</td>
<td>Control Room</td>
<td>1 Deputy Sheriff</td>
<td>Day</td>
</tr>
</tbody>
</table>

2. The locations listed below may count towards minimum staffing levels depending on the regularly assigned staff. On duty supervisors will have to make the determination.

<table>
<thead>
<tr>
<th>Location</th>
<th>Discipline</th>
<th>No. Employees</th>
<th>Watch(es)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCCH</td>
<td>As needed</td>
<td>1 Deputy Sheriff / 1 Sheriff Cadet</td>
<td>Day</td>
</tr>
<tr>
<td>LHH – IPU</td>
<td>Dispatch</td>
<td>1 Deputy Sheriff / non-sworn</td>
<td>All</td>
</tr>
<tr>
<td>SFGH – IPU</td>
<td>Dispatch / MHRF</td>
<td>As needed (sworn / non-sworn)</td>
<td>Swing / Mids.</td>
</tr>
<tr>
<td>YGC</td>
<td>As needed</td>
<td>1 Deputy Sheriff</td>
<td>Day</td>
</tr>
</tbody>
</table>

3. If additional modified duty employees are available, they may be assigned to the following facility / sections / units:

<table>
<thead>
<tr>
<th>Location</th>
<th>Discipline</th>
<th>No. Employees</th>
<th>Watch(es)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall Security</td>
<td>Control Room</td>
<td>1 Deputy Sheriff / 1 Sheriff Cadet</td>
<td>All</td>
</tr>
<tr>
<td>Civil Section</td>
<td>As needed</td>
<td>As needed (sworn / non-sworn)</td>
<td>Day</td>
</tr>
<tr>
<td>Community Programs</td>
<td>As needed</td>
<td>As needed (sworn / non-sworn)</td>
<td>Day</td>
</tr>
<tr>
<td>County Jail #3</td>
<td>As needed</td>
<td>1 Deputy Sheriff</td>
<td>All</td>
</tr>
<tr>
<td>HOJ Courts</td>
<td>As needed</td>
<td>As needed (sworn / non-sworn)</td>
<td>Day</td>
</tr>
<tr>
<td>I.S.U</td>
<td>As needed</td>
<td>As needed (sworn)</td>
<td>Day</td>
</tr>
<tr>
<td>Prisoner Legal Services</td>
<td>As needed</td>
<td>As needed (sworn / non-sworn)</td>
<td>Day</td>
</tr>
<tr>
<td>Training Unit</td>
<td>As needed</td>
<td>2 employees (sworn / non-sworn)</td>
<td>Day</td>
</tr>
</tbody>
</table>

SFSD 03-13 created 08/26/2013
POLICY: Employees returning from disability or doctor mandated sick leave due to the employee's health concerns must be medically cleared to completely perform the full range of the essential functions of the employee's job classification.

PURPOSE: Establish standards for modified duty within the San Francisco Sheriff's Department (SFSD). Employees' assigned modified duty will follow these guidelines as outlined. All employees' duty assignments in the SFSD require the ability to completely perform the full range of essential functions for the employee's job classification.

I. General:
A. There are no permanent modified duty assignments.
B. There are temporary modified duty assignments.
   1. Upon written notice from an employee's treating physician that, in the physician's professional judgment, the employee will be able to return to full duty within 180 calendar days, the Sheriff or designee may authorize the Personnel Manager to return the employee to specific duties that are within the employee's abilities and consistent with any medical restrictions.
      a. If the employee is unable to return to full duty with no restrictions in 180 calendar days, he/she will be placed on leave status.
      b. Probationary employees may have their probationary period extended for each day they are on modified duty.
         i. Except for Deputy Sheriff I their probation cannot be extended for modified duty per Civil Service Rule 114.38.3.
      c. Deputy Sheriff I may only be assigned to modified duty for 30 days. At the end of the 30th day, if the Deputy Sheriff I employee is not able to return to full duty with no restrictions, the employee will be placed on leave status.
   2. In order to maintain SFSD operations, the Sheriff or designee may authorize the resumption of specific duties by management personnel who medically are not fully capable of performing all job duties.
II. Procedures:

A. Assignment of Modified Duty Personnel

1. Employees who suffer from a job incurred injury / illness and who meet the requirements within this policy may be placed in a modified duty assignment. The Personnel Unit will provide the modified duty assignment.

   a. A variety of factors may be considered when making assignments, including but not limited to: physical restrictions, needs of the originating facility, ability to be included in minimum staffing, shift availability and SFSD needs.

2. Employees who suffer from a non-work related injury / illness and whose doctor has released them to modified duty may request a modified duty assignment by contacting the Personnel Unit and providing them with written medical verification of restrictions. If the employee decides not to work or if the SFSD cannot accommodate the restrictions, the injured / sick employee will be charged with his / her own sick pay.

3. The Personnel Unit will communicate and disseminate modified duty information to the administrative supervisor at the employee's regularly assigned facility / section / unit and the administrative supervisor at the modified duty assignment.

B. Employee Responsibilities:

1. Employees, who are placed on a modified duty assignment, whether the injury was incurred on or off duty, shall:

   a. Provide all medical certificates, immediately upon receipt, to the Personnel Unit.

   b. Provide any subsequent medical certificates continuing or discontinuing the modified duty assignment to the Personnel Unit.

   c. Not engage in any outside employment, without the permission of the Personnel Unit, notwithstanding the fact that prior written permission to engage in such outside employment was received from the Sheriff.

   d. Not participate in any activity which is likely to aggravate or prolong the condition which placed the employee on modified duty.

      i. Specifically exempt from this section is exercise or therapy prescribed for medical reasons.

   e. Comply with the instruction of the attending physician,

   f. Comply with all instructions of the Personnel Unit,

   g. Keep all scheduled appointments with his / her physician.

      i. If a medical appointment is rescheduled for any reason, the employee must notify the Personnel Unit immediately.

   h. Not work overtime.
Modified Duty

1. When notified of a date he/she will be released to return to full duty, immediately notify the Personnel Unit.
   1. The employee must provide the notifications by submitting the medical verification slip from the treating physician, indicating the return to full duty status to the Personnel Unit.

C. Return to Full Duty from Modified Duty

1. In order to return to full duty from a modified duty assignment, an employee must submit a medical certificate from his/her attending physician. The medical certificate must indicate that the employee is able to return to full duty with no restrictions and must include a date for the return to full duty status. This must be submitted to the Personnel Unit.

2. Employees who have returned to full duty from modified duty may have follow-up appointments scheduled with the attending physician or therapist. A copy of the appointment schedule shall be presented to the employee's immediate supervisor if the appointments are scheduled during regularly scheduled work hours.
   a. An employee attending follow-up appointments during work hours shall not be required to use sick pay unless the injury/illness was non-work related or the appointment causes the employee to be away from the work site for more than two (2) hours.
   b. Employees will not be compensated for follow-up medical appointments when those appointments occur during their non-work hours.

III. Forms:

Not Applicable

IV. Reference:

SFSD Modified Duty Locations
CCSF Civil Service Rule 114.38.3
POLICY AND PROCEDURE

SUBJECT: Maternity and Family Care Leave

POLICY: Employees are permitted to work during their pregnancy providing they are able to perform the essential functions of their job. Maternity Leave and Family Care Leave shall be granted to employees in accordance with Civil Service Rule 22.

PURPOSE: To provide guidelines to those who become pregnant and/or require Family Care Leave.

DEFINITIONS:

Maternity Leave - Leave granted to an employee who is pregnant, due to conditions arising from her pregnancy, including the convalescence period following birth.

Family Care Leave - Leave granted to an employee who is a member of a unit of interdependent persons, and who has an established relationship with the unit by marriage, cohabitation, birth, adoption, or guardianship, for caring for that individual.

PROCEDURE:

I. General

A. The Sheriff's Department recognizes the right of pregnant employees to continue working as long as their physician or certified nurse midwife provides documentation that their condition does not limit them in performing their essential job duties. Once a deputy has begun her fourth month of pregnancy, the Sheriff's Department shall make every effort to assign her to a position with limited prisoner contact. These positions include:

1. The Control Rooms at County Jail #7 and County Jails #8 and #9.
Maternity and Family Care Leave

2. The Control Room at Ward 7D/7L.
3. The Civil Division (non-patrol function).
4. 135 Polk Street.
5. Any other administrative or clerical position with no prisoner contact.

These assignments are temporary and are only available to the employee during her pregnancy.

II. Maternity Requirements and Leave

A. Upon confirmation of an employee's pregnancy, and no later than the first trimester, the employee will send written notification of her pregnancy through the chain of command to the Personnel Manager.

1. Notification includes the name, office address and telephone number of the treating physician or certified nurse midwife, and the due date of the child.

B. As soon as possible, but no later than the beginning of the fourth month of pregnancy, the employee shall submit a Physician Certification Form, along with the employee's job description to her treating physician or certified nurse midwife for certification that the employee is able to perform the described essential job functions.

1. The employee shall request and receive a copy of those essential job functions from her Facility Commander, Facility Director, Unit or Section Commander.

2. The employee shall submit a completed Physician Certification Form every month until the employee begins her maternity leave.

3. Each completed Physician's Certification Form must be submitted in a timely manner to the Administrative Supervisor of the employee's assigned duty. The Administrative Supervisor shall forward the original to the Personnel Manager. A copy shall be placed in the employee's Facility Personnel File.

4. If an employee fails to submit a Physician's Certification Form as required by this procedure, the Department may place the employee on leave status.

C. Pregnant employees who request Maternity Leave in compliance with this policy shall be allowed to take such leave for a period of up to six (6) consecutive months.
Maternity and Family Care Leave

1. Maternity Leave may be taken on a paid basis by an employee using accrued vacation, compensatory time, days in lieu or Sick Leave with Pay that she may have, provided that she applies for these benefits per the pertinent procedures.

2. Maternity Leave may be taken on an unpaid basis by an employee applying for Sick Leave without Pay in compliance with the Sick Leave without Pay policy.

III. Family Care Leave

A. Permanent employees who have one or more years of continuous service in any status may be granted up to one (1) year of unpaid Family Care Leave for the following:

1. The birth of a biological child of the employee

2. The assumption by the employee of parenting or child rearing responsibilities. Family Care Leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid childcare worker.

3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities.

4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self care.

B. Department staffing needs shall be considered in reviewing requests for Family Care Leave.

C. Unpaid Family Care Leave may be granted in addition to accumulated compensatory time off, vacation time, or floating holiday time.
Military leave is based on the State of California Military and Veterans Code in conjunction with Civil Service rules and the City and County Charter (Section 8.361).

PURPOSE: The San Francisco Sheriff's Department shall allow an employee to report and serve in the armed forces of the United States or in the armed forces of the State of California when ordered by the government of the United States or by lawful order of any of its departments.

PROCEDURE:

1. Military Leave Notifications
   A. Employees who are enrolled in a branch of the United States Military Reserves or the California National Guard must notify Personnel through his/her chain of command.
      1. Notification shall include the enrollment date, unit designation and address, commanding officer's name and telephone number and mandatory training requirements (30-day summer encampment and one weekend training per month).
   B. Employees who have been employed by the City and County of San Francisco for a period of not less than one year continuous service shall, as required by the State of California Military and Veterans Code (Section 395), receive their regular salary for a period not to exceed thirty (30) calendar days of such Military Leave in any fiscal year, nor more than thirty (30) calendar days during any period of continuous Military Leave.
C. Employees requesting Military Leave must inform their Facility Commander in writing before January 1 of each year, if they are subject to military duty during the months of June, July, or August.

   1. Facility Commanders should assess the possible amount of Military Leave that will take place during the summer months and adjust the number of persons that may be scheduled for vacation during that period accordingly.

D. Employees requesting Military Leave shall file with the Personnel Manager through his/her chain of command a copy of the orders necessitating such service prior to the effective date of the leave of absence. Employees who return from such leave shall also submit a copy of the discharge papers.

E. When it is determined that a Sheriff's employee is scheduled for Military Leave, the employee's Facility Commander shall notify the Sheriff's Department Personnel officer stating the name of the employee and the duration of the Military Leave.

F. Any Sheriff's employee who is seeking schooling or training within the Military Reserves, in excess of the mandatory training requirements of 48 drill periods per year and a period of not less than fourteen (14) days active duty per training year, must receive permission from the Personnel Manager before scheduling such schooling or training.

G. Every employee scheduled for schooling or training within the Military Reserves, in excess of the mandatory training requirements, shall notify the Personnel Manager well in advance so adjustments can be made to alleviate staffing problems. All schooling or training within the Military Reserves will be verified with the employee's commanding officer by the Personnel Manager.
PRESIDENT'S DEPARTMENT

POLICY AND PROCEDURE

SUBJECT: Jury Duty

POLICY: The San Francisco Sheriff's Department recognizes the duty of its employees to fulfill their obligation when summoned for jury duty and although this is not viewed as a work assignment, the Department will make every effort to adjust the employee's shift to allow him/her to perform their civic duty.

PURPOSE: To provide a guideline for supervisors and employees in the event an employee is called for jury duty in the county in which he/she resides.

DEFINITIONS:

Telephone Standby - The method by which the court orders prospective jurors to call in and receive their reporting times and dates.

PROCEDURE:

1. Employee Responsibilities

A. When an employee is summoned for jury duty, he/she will immediately (within two weeks before the reporting date) bring a copy of the summons to his/her immediate supervisor.

B. While serving on jury duty, the employee will be assigned to the 0800-1600 watch as his/her regular duty assignment, with the same regular days off.

C. Each day that the employee is on jury duty he/she must contact the Watch Commander or unit supervisor who is responsible for the payroll, by 1000 hours, and inform him/her of the employee's jury duty schedule.

D. If an employee is excused from jury duty prior to 1300 hours, he/she will contact the Watch Commander or unit supervisor and report to work for the remainder of the shift.
Jury Duty

E. If an employee is excused from jury duty after 1300 hours, he/she will contact the Watch Commander or unit supervisor and receive instructions.

F. If the employee is placed on telephone standby, he/she will report to work and let the Watch Commander or unit supervisor know when he/she has been instructed to call in:
   1. If instructed to report to jury duty immediately, the employee will inform the Administrative Supervisor and leave work in order to fulfill his/her obligation.
   2. If instructed to report the following day or any day thereafter, the employee will let the Administrative Supervisor know.

G. If selected for a trial jury, the employee will inform the Administrative Supervisor as soon as possible and provide information on the estimated length of the trial.
   1. Employees who wish to be excused from jury duty may only do so by making a personal request to the court.

H. Employees should not apply for nor accept payment for their services as a juror on days they are regularly scheduled to work, since they will be paid their regular salary by the Department while serving.
   1. Deputies who receive payment for service as a trial juror in the form of a check will send a copy of the check stub to the Payroll Unit, no later than 48 hours after receiving such payment.
   2. The time an employee spends at jury duty is considered the fulfillment of a civic duty, consequently an employee on jury duty will not be paid overtime for time spent in that capacity.

II. Supervisory Responsibilities

A. When an employee submits a copy of a summons for jury duty, the Administrative Supervisor will arrange to reschedule the employee to a day watch for the estimated length of the jury duty.
   1. Supervisors should anticipate the possibility that an employee may be selected for a jury trial, which may exceed the original stated length of the summons.
   2. The Administrative Supervisor will ensure that the employee is not scheduled to work for at least eight (8) hours immediately preceding his/her initial jury duty appearance.
Jury Duty

B. The Administrative Supervisor will give the employee a copy of this procedure and instruct him/her to call in.

C. The Division Commander will make the decision of whether to replace the affected employee while he/she is on jury duty.
   1. Other staff may be affected and temporarily transferred to ensure minimum staffing levels when an employee is on jury duty.

D. The Administrative Supervisor will place the letters "JD" in the appropriate slot on the Attendance Record form when the employee is on jury duty.
   1. If an employee is at work for part of the day and on jury duty for the other part, the actual times will be reflected on the Attendance Record form.

E. Once an employee has completed jury duty, he/she will be reassigned to his/her previous watch and days off.

III. Sworn Staff

A. The San Francisco Sheriff's Department recognizes that Peace Officers cannot be selected for a jury in any civil or criminal matter in the State Court pursuant to Section 219 of the Code of Civil Procedure.

B. Upon receipt of a summons, deputized personnel will send a copy of the summons to the Personnel Manager.
   1. Personnel will notify the county of residence that the employee is a Peace Officer as defined in Section 830.1 of the Penal Code and as such is precluded from selection for voir dire in civil or criminal matters.
1. **SCOPE**

1.1 This policy applies to all SFSD employees.

2. **PURPOSE**

2.1 To provide guidelines for SFSD employees requesting time off in addition to their annual vacation sign up.

3. **STANDARDS**

3.1 To cancel approved time off, an employee shall notify his/her supervisor or watch commander at least twenty-four (24) hours prior to the start of the employee’s watch.

3.2 Any supervisor or watch commander, regardless of rank, can approve or deny a time off card.

3.3 Once the approved time off has begun, the employee cannot make any changes to a time off category.

3.4 The watch commander or supervisor may approve a request for time off if:

3.4.1 there are no MOU Slots and
3.4.2 the watch is above minimum and
3.4.3 the request for time off occurred one (1) hour prior to the start of the watch or
3.4.4 the request for time off occurred during the watch.

4. **POLICY:**

4.1 Time off cards will be accepted for all time off categories of personal time off for the upcoming calendar year at the end of vacation sign ups.

4.2 A supervisor or watch commander shall approve or deny a time off card no later than twenty-four (24) hours after submission.

4.2.1 Exception: When the request for time off is submitted per Standard 3.4 above, it shall be approved or denied within a reasonable amount of time.
Request for Time Off Time

4.3 Prior to the start of the watch, requests for personal time off shall be approved if there is an available MOU time off slot.

4.4 A supervisor or watch commander may not approve his/her own time off request.

4.5 An employee is responsible for knowing his/her own time off accrual in each pay category.

4.6 For the duration of a detailed assignment, any request for time off that will occur during the period of the detail assignment shall be submitted to the detailed assignment. Any request for time off that will occur outside the detail shall be submitted to the originating facility/section/unit.

4.7 An employee shall submit a time off card to: request time off, to change the time off category, or to cancel approved time off.

4.7.1 Only a supervisor or watch commander may fill out a time off card to cancel approved time off for an offsite employee who makes that request. An employee reporting for work on an approved time-off day, without twenty-four (24) hour notice, shall not be allowed to report for duty.

4.8 Upon reassignment or detail, denied time off days are not transferable.

4.9 Once an employee has been notified in writing of a reassignment, the employee may submit time off cards only at his/her new assignment for dates starting with the effective date of transfer.

4.10 If an employee does not have sufficient time in the time off category requested, a supervisor shall deny the time off. That request shall not be recorded as denied.

5. **PROCEDURE:**

5.1 Upon receipt of a time off card, a supervisor or watch commander shall record the date and time of receipt and initial the card.

5.1.1 If more than one employee has submitted a time off card for the same day, the cards shall be processed first in order of submission and then by seniority.

5.2. A supervisor or watch commander will approve or deny the time off card.

5.2.1 If a time off card is approved, the supervisor or watch commander shall record the employee's name and the time off category in the Time Off Calendar.

5.2.1.1 If the watch sheet has already been printed for that date, the supervisor shall also write that information on the watch sheet.

5.2.2 If the time off card is denied, the supervisor or watch commander shall cite the reason for the denial on the time off card.
5.2.2.1 The supervisor or watch commander shall document the employee’s name and the pay category requested in the Time Off Calendar as denied. The entry is given a number ranking signifying the position in which that employee awaits an available time off slot.

5.2.3 If a time off card has been submitted to cancel approved time off (which will not occur within twenty-four hours) the card shall be approved.

5.2.3.1 The supervisor or watch commander shall then transfer the next name from the denied list to the available slot.

5.2.3.1.1 The supervisor or watch commander shall notify the employee that their previously denied request has been approved.

5.2.4 The supervisor or watch commander will sign the time off card and give a copy to the employee.

5.2.4.1 If a time off request was called in to cancel approved time off, the employee must sign the time off card upon his/her return.

5.2.5 Upon receiving written notice of an employee’s detail or reassignment, a supervisor or watch commander shall forward the employee’s approved time off to the new assignment.

5.2.5.1 The supervisor or watch commander shall check the time off calendar for denied entries and offer any newly available slots to staff in order of denied ranking.

6. ASSOCIATED FORMS:

6.1 Time off Calendar – Electronic Version

6.2 Time off Card
Request for Time Off Time

San Francisco Sheriff's Department

Time Off Card

Date ____ / ____ / ____  Facility/Unit ____________________________
Employee name ____________________________  Star # _______

I am requesting to: □ Take time off  □ Cancel time off  □ Change time off category

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Hours (0700-1600, etc.)</th>
<th>Category (VAC, FH, etc.)</th>
<th>Approved</th>
<th>Denied code</th>
<th>Denied rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ____ / ____</td>
<td>________________________</td>
<td>________________________</td>
<td>□</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>2. ____ / ____</td>
<td>________________________</td>
<td>________________________</td>
<td>□</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>3. ____ / ____</td>
<td>________________________</td>
<td>________________________</td>
<td>□</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>4. ____ / ____</td>
<td>________________________</td>
<td>________________________</td>
<td>□</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>5. ____ / ____</td>
<td>________________________</td>
<td>________________________</td>
<td>□</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

Review date ____ / ____ / ____  Supervisor signature ____________________________  Star # _______

Denied codes: A) available slots full; B) insufficient time accrued; C) EWW in effect;
D) other ____________________________

Data received ____ / ____ / ____
Time received _______ hrs.
Supervisor's initials _______
Time Off Bid Sheet

Deputy: __________________________ Facility/Unit: Programs
RDO's: ___________________________ Shift: ___________________________

List the full week blocks you wish to take off in order of preference. List more weeks than your authorized allotment in case some of your requested weeks are unavailable.

<table>
<thead>
<tr>
<th>Full Weeks Requested in Order of Preference</th>
<th>Approved / Denied (reason)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td></td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
</tbody>
</table>

Comments: ________________________________________________________________

I understand these are the full week blocks of vacation time for which I have been approved.

Deputy's Signature __________________________ Star#: __________________________
Supervisor's Signature __________________________ Star#: __________________________
1. **SCOPE**
   1.1 This policy applies to sworn staff of the rank of deputy, senior deputy, sergeant, and lieutenant as well as civilian staff. It applies to the annual vacation sign up.

2. **PURPOSE**
   2.1 To provide guidelines for SFSD employees during annual vacation sign up.

3. **STANDARDS**
   3.1 Vacation sign up schedules will be posted in each facility/section/unit by September 21st of each year.
   
   3.2 Vacation sign up will start on October 1st of each year. Vacation sign up will conclude twenty-four (24) hours after the end of each watch on the last scheduled single day sign up. At the end of vacation sign ups, time off requests will be accepted for the upcoming calendar year.
   
   3.3 The twenty-four (24) hour sign up begins at the time the employee receives a bid sheet (when necessary) and a copy of the current Time Off Calendar. It ends twenty-four (24) hours later.
   
   3.4 A full week block is the period between an employee’s regular days off (RDO to RDO).
   
   3.5 Only time from the vacation accrual category can be used during full week sign up.
   
   3.5.1 During single day sign-up an employee may use time off from the following time off categories (which have been accrued prior to October 1st of each year and which are not yet dedicated for use): Vacation, Holiday in Lieu, Compensatory Time and Floating Holidays.
Annual Vacation Sign-Up

4. POLICY

4.1 Each employee shall be assigned twenty-four (24) hours to sign up for full week block(s) of vacation.

4.2 There shall be a twenty-four (24) hour interim between the completion of the full week sign ups and the start of the single day cycle.

4.3 During single day sign ups, groups of five employees at a time will be assigned a twenty-four (24) hour sign up period.

4.4 An employee who has a detail assignment to another facility/section/unit shall be included in the vacation sign up at the facility/section/unit from which he/she has been detailed.

4.5 An employee who has received notification of reassignment during vacation sign ups shall be included in the sign up at the new facility/section/unit if he/she has not already completed vacation sign up.

4.5.1 The newly assigned employee shall be included in the sign ups at the new assignment per his/her seniority. If that spot has already been passed, the employee will be added to the next immediate date on the sign up schedule.

4.5.2 If the newly assigned employee has already signed up for vacation at his/her current location, those days will be entered into the time off book at the new assignment at the end of full week sign ups.

4.5.3 Any days that have been approved for an employee who has been reassigned will remain on the calendar of the original facility. If the employee has completed the full week sign ups, those days will become available at the start of single day sign ups. If the employee has also completed single day sign ups, all of his/her days will become available at the end of the vacation sign ups.

4.6 The printed Time Off Calendar cannot be removed from the facility/section/unit.

4.7 An administrative supervisor working an eight (8) hour shift in a twelve (12) hour facility shall sign up in his/her own Time Off Calendar.

4.8 During the annual vacation sign-up period, no cancellations or changes of any kind shall be made to any employee’s approved time off category.

4.9 Whether on or off duty, an employee is responsible for their vacation sign up dates.

4.9.1 An employee may forward his/her choices in writing in advance to a supervisor if that employee will not be at his/her worksite on his/her scheduled sign up day. A supervisor will review those choices when that employee’s sign up day arrives.
Annual Vacation Sign-Up

Alternatively, an employee can telephone in his/her choices to a supervisor on the day of his/her scheduled sign up.

4.9.2 If an employee misses his/her assigned sign up date, it is his/her responsibility to sign up during the twenty-four (24) hour period between full week sign ups and single day sign ups.

4.10 An employee may sign up to use the amount of vacation hours he/she will accrue in the upcoming calendar year. (See References)

4.10.1 An employee may sign up for an additional eighty (80) vacation hours, (eighty-four hours for a twelve-hour shift), provided that the employee has accrued a vacation balance of at least 40 hours by the pay period ending immediately prior to October 1st.

4.10.2 Any vacation which has already been dedicated to use in the current year (October 1st-January 5th) cannot be used.

4.11 An employee can sign up for full week blocks that fall within the period of January 5th and December 31st of the following year.

4.11.1 An employee may take off a block of week that includes up to January 4th of the year following vacation sign up.

4.11.2 A legal holiday falling with the employee’s full week block will not extend that full week block.

4.11.3. An employee may only sign up for days that fall within an Extended Work Week during full week sign ups.

4.12 Deputies may not sign up for an unused MOU supervisor’s slot.

5. PROCEDURE

5.1 By September 21st of each year, the administrative supervisor (or designee) of each facility/section/unit will post a vacation sign up schedule.

5.1.1 The sign up schedule will list employees by rank and seniority.

5.1.1.1 Court services and Civil Section sign up senior deputies and deputies together. This sign up shall be based on department seniority in the Deputy Sheriff classification.

5.1.1.1.1 A Senior Deputy who is a designated Assistant Watch Commander will sign up with supervisors.

5.1.1.2 Senior Deputies in any other facility/section/unit shall sign up with supervisors.
Annual Vacation Sign-Up

5.1.2 Each employee will be assigned a date for full week sign ups and a date for single day sign ups.

5.1.3 The schedule shall include the number of authorized MOU slots.

5.2 A supervisor will prepare a Time Off Calendar for the following year.

5.2.1 The calendar will have the holidays and Extended Work Week days marked.

5.2.2 The calendar will mark the days off from the previous vacation sign up that extended into January.

5.3 A supervisor will determine each employee’s current vacation accrual and each employee’s future vacation accrual for the coming year. (See Policy Statement 4.10)

5.4 On October 1st of each year, a supervisor will give a copy of the Time Off Calendar to the first employee on the vacation sign up list.

5.5 The employee may select full week block(s) by writing in his/her name in the copy of the Time Off Calendar.

5.5.1 Each employee will initial the vacation sign up sheet when he/she has finished his/her selections.

5.6 A supervisor will add approved selections to the Time Off Calendar.

5.6.1 A supervisor will give the employee documentation showing which days were approved and which were denied (with an explanation for any denials.)

5.7 A supervisor will give the next employee on the vacation sign up list a copy of the current Time Off Calendar to continue the sign ups.

5.8 During the twenty-four (24) hour period between full week and single day sign ups, a supervisor will sign up any employee who missed his/her full week sign up.

5.8.1 Employees will sign up by rank and seniority order. (See 5. Procedures)

5.9 At the start of single day sign ups, a supervisor will give a bid sheet and a current copy of the Time Off Calendar to the first five employees on the vacation sign up list.

5.10 Each employee will write down his/her choices in order of importance on the bid sheet.

5.10.1 Each employee will turn in his/her bid sheet to a supervisor.

5.10.2 Each employee will initial the vacation sign up sheet for single day sign ups when he/she has finished his/her selections.

5.11 A supervisor will review each bid sheet in order of employee rank and seniority.

5.11.1 A supervisor will approve or deny each choice.

5.11.2 A supervisor will add each approved choice to the Time Off Calendar.
Annual Vacation Sign-Up

5.11.3 A supervisor will give documentation to each employee showing which days were approved and which were denied (with an explanation for any denials.)

5.12 The supervisor will continue the single day sign up process with the next five employees on the list.

6. REFERENCES

<table>
<thead>
<tr>
<th>Completed Years of City Service</th>
<th>Annual Accrual</th>
<th>Maximum Total Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 4 years</td>
<td>80 hours</td>
<td>320 hours</td>
</tr>
<tr>
<td>5 through 14 years</td>
<td>120 hours</td>
<td>360 hours</td>
</tr>
<tr>
<td>15 years or more</td>
<td>160 hours</td>
<td>400 hours</td>
</tr>
</tbody>
</table>

7. ASSOCIATED FORMS

7.1 Bid Sheet
7.2 Time Off Calendar – Electronic Version
7.3 Vacation Sign-Up Schedule
# Annual Vacation Sign-Up

## Vacation Sign-Up Single Day Bid Sheet

**Employee:**

**Facility/Unit:**

**RDQ's**

**Watch**

List the single days you wish to take off in order of preference. Write the day and date you want off (example: "The 07/19/99").

<table>
<thead>
<tr>
<th>Days requested in order of preference.</th>
<th>Day</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>23</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>29</td>
<td>30</td>
</tr>
</tbody>
</table>

### Comments (note any special requests or directions)

I understand these are the single days of vacation for which I have been approved and/or denied. Place a check in the box if approved or circle the reason for the denial.

- Deputy's Signature ___________  Start# ______  Date ______ / ______ / ______
- Supervisor's Signature ___________  Start# ______  Date ______ / ______ / ______

Personnel: SFSD 03-19; 7.1
### Annual Vacation Sign-Up

<table>
<thead>
<tr>
<th>97</th>
<th>98</th>
<th>99</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>101</td>
<td>102</td>
</tr>
<tr>
<td>103</td>
<td>104</td>
<td>105</td>
</tr>
<tr>
<td>106</td>
<td>107</td>
<td>108</td>
</tr>
<tr>
<td>109</td>
<td>110</td>
<td>111</td>
</tr>
<tr>
<td>112</td>
<td>113</td>
<td>114</td>
</tr>
<tr>
<td>115</td>
<td>116</td>
<td>117</td>
</tr>
<tr>
<td>118</td>
<td>119</td>
<td>120</td>
</tr>
<tr>
<td>121</td>
<td>122</td>
<td>123</td>
</tr>
<tr>
<td>124</td>
<td>125</td>
<td>126</td>
</tr>
<tr>
<td>127</td>
<td>128</td>
<td>129</td>
</tr>
<tr>
<td>130</td>
<td>131</td>
<td>132</td>
</tr>
<tr>
<td>133</td>
<td>134</td>
<td>135</td>
</tr>
<tr>
<td>136</td>
<td>137</td>
<td>138</td>
</tr>
<tr>
<td>139</td>
<td>140</td>
<td>141</td>
</tr>
<tr>
<td>142</td>
<td>143</td>
<td>144</td>
</tr>
<tr>
<td>145</td>
<td>146</td>
<td>147</td>
</tr>
<tr>
<td>148</td>
<td>149</td>
<td>150</td>
</tr>
<tr>
<td>151</td>
<td>152</td>
<td>153</td>
</tr>
<tr>
<td>154</td>
<td>155</td>
<td>156</td>
</tr>
<tr>
<td>157</td>
<td>158</td>
<td>159</td>
</tr>
<tr>
<td>160</td>
<td>161</td>
<td>162</td>
</tr>
<tr>
<td>163</td>
<td>164</td>
<td>165</td>
</tr>
<tr>
<td>166</td>
<td>167</td>
<td>168</td>
</tr>
<tr>
<td>169</td>
<td>170</td>
<td>171</td>
</tr>
<tr>
<td>172</td>
<td>173</td>
<td>174</td>
</tr>
<tr>
<td>175</td>
<td>176</td>
<td>177</td>
</tr>
<tr>
<td>178</td>
<td>179</td>
<td>180</td>
</tr>
</tbody>
</table>

Note: The Sign-Up schedule must be posted no later than September 21st of each year.

Allotted vacation hours are determined based on the pay period ending immediately prior to October 1st of each year.

Personnel: SFSD 03-19; 7.3
Time Off Bid Sheet

Deputy: ____________________  Facility/Unit: Programs
RDO’s: ____________________  Shift: ____________________

List the full week blocks you wish to take off in order of preference. List more weeks than your authorized allotment in case some of your requested weeks are unavailable.

<table>
<thead>
<tr>
<th>Full Weeks Requested in Order of Preference</th>
<th>Approved / Denied (reason)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 2</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 3</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 4</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 5</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 6</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 7</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 8</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 9</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 10</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 11</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
<tr>
<td>Week 12</td>
<td>□ Approved</td>
</tr>
<tr>
<td></td>
<td>□ Denied</td>
</tr>
</tbody>
</table>

Comments: ____________________________________________

I understand these are the full week blocks of vacation time for which I have been approved.

Deputy's Signature ____________________  Start #: __________
Supervisor's Signature ________________  Start #: __________
POLICY: It is the policy of the San Francisco Sheriff's Department that employees and the Department follow established protocol concerning the posting, approval, cancellation, and documentation of overtime. All overtime shall be filled according to this policy.

PURPOSE: To provide standards related to overtime.

DEFINITIONS:

**Detail Assignment:** A temporary assignment from one watch/team to any other watch/team at any facility/unit. The employee shall be notified in writing by the Personnel Unit or by the originating Facility/Unit Commander. This does not include employees who are detailed to a facility/unit in order to meet minimum staffing levels as the need arise on a daily basis. An employee is detailed when the employee is notified in writing. The Personnel Unit or the originating facility/unit commander of a temporary re-assignment from one watch/team to any other watch/team at any facility/unit to any other watch/team at any facility/unit shall review all detail assignments within ninety (90) calendar days of the original detail.

**Draft:** Requiring an employee to work overtime involuntarily to meet established minimum staffing levels.

**Involuntary Overtime List:** A list maintained by each watch/team of each facility/unit (with established minimum staffing levels) of deputy sheriff's employees in reverse order of seniority. This list shall contain employees in the lower half of the seniority list.

**Legal Holiday:** Holidays are as defined by ordinance of the Board of Supervisors of the City and County of San Francisco.
Overtime

Legal Holiday Overtime: Employees who work any legal holiday, as defined above, will receive compensation according to the provisions in their respective Collective Bargaining Agreements.

Medical Verification: A signed, dated note or written statement from a licensed medical practitioner, as defined in the Sick Leave Policy L-11, who is treating the employee or the employee’s immediate family member or who is seen by, or talked with, the employee or employee’s immediate family member, listing the date(s) the employee or the employee’s immediate family member was incapacitated due to illness or injury.

Modified Duty Assignment: An assignment made by the Personnel Unit, of no more than ninety (90) calendar days, of employees who are medically unable to perform the essential functions of their job, but will be able to return to full duty within ninety (90) calendar days.

Overtime: An employee earns overtime when he/she works longer than his/her work day based on the 8/10/12 hour work shifts, and/or when an employee works more than 40, 36, or, 48 hours, respectively, from RDO to RDO. In the case of a 12-hour shift, overtime will be paid:

1. After working more than 84 hours in a pay period.
2. After working more than 12 hours in a work shift.
3. After working more than 36 hours in the shorter work-week cycle, and
4. After working more than 48 hours in the longer work-week cycle.
5. The additional 4 hours (R1th thru 84th hours) in the pay period are paid at straight time under the FLSA 7K exemption.

Overtime Sign-up: An employee, who signs up for any overtime at any facility/unit, is responsible to confirm with the facility/unit supervisor if he/she has been approved for overtime.

Permanent Civil Service: Persons who have competed in a civil service examination and are appointed from a list of eligibles to a permanent position.

Provisional Appointment: Provisional appointments shall be an appointment to a permanent or temporary position when there is no available eligible.

RDO: Regularly scheduled day off.
Restricted Duty Assignment: An assignment made by the Personnel Unit, which allows employees to work during their pregnancy, providing they are able to perform the essential functions of their job.

Seniority: Seniority for sworn employees is determined by the start work date in their permanent Civil Service classification. Seniority shall be determined in order from the highest to lowest within each class/rank as established in accordance with SFSD policy and Procedure I-08.

Sworn Rank: The rank for sworn personnel in descending order is as follows: Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, Captain, Lieutenant, Sergeant, Senior Deputy, and Deputy Sheriff.

Sworn Supervisor’s Involuntary Overtime List: A list maintained by each watch/team of each facility/unit of employees in the 8306, 8308, and 8310 classifications in reverse order by rank in seniority.

Sworn Supervisor’s Voluntary Overtime List: A list maintained by each watch at each facility of employees in the 8306, 8308, and 8310 classifications who wish to work overtime in order of rank by seniority.

Twenty-Four Hour Work Day: An employee’s workday starts at the beginning of their reporting time and ends 24 hours later.

Voluntary Overtime List: A list maintained by each watch at each facility/unit of deputy sheriff employees who wish to work overtime in order of seniority.

Watch/Team: Defined as individuals regularly assigned to a tour of duty, be it eight (8), ten (10), or twelve (12) hours.

PROCEDURE:

I. General Provisions

   A. The Sheriff or the Sheriff’s designee may require employees to work overtime longer than the normal workday or work week.

      1. No employee shall work more than sixteen (16) consecutive hours in his/her 24-hour workday, except in an emergency.

      2. No employee shall work more than a total of sixteen (16) hours in his/her 24-hour workday, except in an emergency.
Overtime

3. An employee, who signs up for any overtime at any facility/unit, is responsible to confirm with the facility/unit supervisor if he/she has been approved for overtime.

4. Employees may not take earned time off to work the same shift elsewhere as overtime.

5. Employees on modified duty may not work overtime, except in an emergency.

6. Employees on restricted duty are eligible to work overtime at any location where designated modified duty exists that is currently vacant and overtime need exist.

7. Employees are compensated for actual overtime hours worked. A supervisor may terminate overtime when it is determined that the overtime is no longer required in accordance with this policy.

8. Failure to follow overtime sign-up procedures may disqualify an employee from specifically posted overtime.

II. Voluntary Overtime

A. All voluntary overtime is offered to qualified volunteers by seniority in the following order:

1. Watch/Team
2. Facility/Unit
3. Division
4. Department-wide
   a. Seniority is determined by start-work date in class.
      i. Exception: Senior Deputies may compete for voluntary deputy sheriff’s overtime slots based on start-work date in the deputy sheriff’s classification.
   b. Approval of supervisory overtime is based on rank within the consideration of section II.A, one through four.
   c. If supervisors are of equal rank, approval is based on seniority in class.
5. Employees who signup or volunteer for full shifts shall be given preference over employees who sign up or volunteer for partial shifts regardless of seniority ranking or assignment.

6. When scheduled overtime hours overlap more than one regularly scheduled watch, the watch protection is for the watch with the most overtime hours.

7. When scheduled overtime hours split evenly between two watches, seniority within those two watches shall prevail.

8. Employees on detail assignment may sign up for holidays and overtime at the detailed assignment.

9. The highest-ranking supervisor, regularly assigned to the watch/team, will receive watch commander premium pay (e.g. a senior deputy assigned to the watch will collect the watch commander premium pay over the sergeant who is working overtime from another watch/team) at the facility/unit that has watch commander premium.

B. Sergeants and ranks above are not eligible to sign-up for overtime or holiday slots that are not specifically designated for a supervisor. Senior deputies, sergeants, and lieutenants are eligible to work available supervisory overtime that occurs throughout the department within the guidelines of Section II.A.

C. An administrative watch supervisor not assigned to a team at a 12-hour facility/unit is not included in any of the twelve (12) hour team watch protection for overtime purposes.

D. Anticipated gender specific overtime will be posted in accordance with Section II.A.

E. When posting an overtime sign-up sheet, a supervisor shall fill in the following:
   1. facility/unit (where overtime will occur);
   2. watch/team (where overtime will occur);
   3. date overtime posted;
   4. supervisor who is posting the overtime;
   5. number of employees required can be gender specific;
   6. date, day, and time (list the hours of anticipated overtime).
Overtime

F. When possible, anticipated overtime shall be posted at least ten (10) calendar working days in advance of the anticipated overtime.

1. Anticipated overtime will be approved five (5) calendar working days in advance of the scheduled overtime.

2. When overtime becomes available less than five (5) working days of the anticipated overtime, a supervisor will post the overtime sign-up sheet as outlined in section II.E above.

   a. The supervisor shall approve the posted overtime at the end of the watch on the following workday.

3. When overtime, not previously approved and cancelled, becomes available with less than 24 hours notice, a supervisor shall offer the overtime to any on duty volunteers on site and then to off duty volunteers if necessary. If there are no on duty volunteers interested in the overtime, then the supervisor may consider an existing overtime sign-up list for the day in question. Any selection from the overtime sign-up list will be by seniority. If there are multiple volunteers on duty at the same time of the announcement, the volunteer employee with the most seniority will be selected.

4. If overtime becomes available with less than twenty-four (24) hours notice and overtime for that shift had been previously approved and cancelled, follow section I.7.

G. A supervisor approving overtime on the overtime sign-up sheet, must sign in the date approved, their name and star number on the overtime sign-up sheet.

1. A supervisor may not approve his/her own overtime.

2. If an employee is unable to physically sign-up for specific overtime (including holidays), only a supervisor may sign-up an employee for the overtime at that employee’s request.

3. Only supervisory personnel will handle staffing and scheduling issues, including overtime.

H. Employees approved for overtime at a facility/unit that may require travel time should be released early from his/her assignment whenever possible. Employees will not have their travel time deducted when traveling directly from one assignment to another assignment and the employment is continuous.

1. Employees scheduled to mandatory training will be compensated when the mandatory training begins within an hour of the end of their assigned shift.
Overtime

I. Overtime cancellation

1. Employees who cancel their approved overtime must do so no less than 24 hours before the approved overtime is scheduled to begin. The employee is required to contact a supervisor at that facility/unit to cancel the overtime. The supervisor shall write the date the overtime was cancelled, and shall write in the employee’s name in the “Employee or Supervisor cancels OT” column.

2. When a supervisor cancels or changes any or all overtime slots for a specific day, before the overtime is approved, the supervisor shall change the number of the employees needed on the overtime sheet and initial next to the new required number. If there is no overtime required, the overtime sign up sheet will be removed.

3. When an approved overtime is cancelled, the employee scheduled to work overtime will be notified of the cancellation. If the attempt to contact the employee is unsuccessful and the employee reports for the overtime assignment, the employee will be provided the option to work four (4) hours or depart without compensation. In addition, if the overtime assignment is cancelled within the first four (4) hours of the assignment, the employee will be provided the option to work for four (4) hours or to depart at the time the assignment is cancelled.

4. When an approved overtime is cancelled, the supervisor shall complete the “Date OT Cancelled” column and shall put the supervisor’s initial and star number in the “Employee or Supervisor canceling OT” column.

5. When more than one employee is approved to work overtime on the same watch/team and on the same day, any cancellation of overtime shall be in reverse seniority of those employees approved to work overtime.

6. If overtime is cancelled with less than 24 hours, the supervisor is responsible for notifying the employee.

7. If overtime becomes available for any reason after it was cancelled and there is more than two (2) hours remaining on a shift:
   a. The supervisor will call the employee who was cancelled for the overtime on that shift.
   b. If the employee is either unable to come in or isn’t readily available by phone, the supervisor shall offer the overtime to any on duty volunteers on site and then to off duty volunteers if necessary. If there are multiple volunteers on duty at the same
time of the announcement, the volunteer employee with the most seniority will be selected.

8. If an employee calls in sick for his/her scheduled overtime, he/she must follow the established protocol for a regularly scheduled shift in the Sick Leave Policy, I-11. Then the supervisor shall direct that the sick leave be recorded on the employee’s Record of Absences at their assigned facility.

9. No employee may substitute for another employee approved for an overtime work assignment.

J. Employees approved at one facility/unit and have signed up at another facility/unit for the same overtime period, must immediately contact a supervisor at the other facility/unit to have their name removed from the overtime list.

K. Employees shall be compensated in either pay or compensatory time for overtime worked except for the following, which require compensation in pay only:

1. Employees not assigned to court services who work in the court.

2. Employees not assigned to IPU, CARC, and CAD911, who work in one of these units.

3. Employees working a special event at City Hall.

4. Employees working elections.

5. Employees not regularly assigned to the Training Unit, when instructing or attending classes.

6. Employees working an assignment that is grant funded or paid through some other special fund.

III. Involuntary Overtime

A. If there are no volunteers to work overtime, as outlined in this policy, the overtime shall be assigned on an involuntary basis rotating through the involuntary overtime list. The involuntary overtime lists shall be accessible to all employees.

1. Deputies would be drafted via the Involuntary Overtime List in inverse seniority; supervisors would be drafted via the Sworn Supervisor’s Involuntary Overtime List, starting with the lowest rank and working through the rotation of supervisors assigned to the shift.

2. All involuntary overtime lists shall be updated as:
Overtime

a. employees change rank;
b. employees change watch or facility/unit assignments
c. employees are drafted; or
d. employees change work status.

B. Before drafting an employee involuntarily, a supervisor shall contact other facilities/units in their division to ensure that there are no other employees available to be detailed to the facility/unit under minimum.

C. When an employee is drafted to work involuntary overtime, the employee will be rotated to the bottom of the involuntary overtime list, regardless of the duration of the overtime.

1. Employees may be drafted at any point during their assigned shift.

D. Employees ineligible for involuntary draft;

1. Employees absent on approved leaves from the facility/unit for more than 28 consecutive calendar days, with the exception of vacation or compensatory time off, will be removed from the involuntary overtime list until they return to full duty. After they are removed from the list, the list shall be readjusted to reflect the available pool of employees.

2. Employees on modified duty are ineligible to be involuntarily drafted. If the employee is on modified duty for more than 28 consecutive calendar days, the employee on modified duty will have his/her name removed from the involuntary overtime list. The involuntary draft list shall be readjusted to reflect the available pool.

3. Employees on restricted duty are ineligible to be involuntarily drafted.

4. Employees on their RDOs, on approved time off (vacation, day-in-lieu, floating holiday, or compensatory time), or on an authorized leave are not eligible for the involuntary draft.

a. Exceptions
i. Implementation of the Extended Work Week per Policy 1-41.

ii. During a holiday to meet the available minimum staffing (see section IV.C.2e through 2g)
5. An employee working voluntary overtime is not eligible to be involuntarily drafted.

6. An employee may not be involuntarily drafted to work more than 16 total hours or more than three times from RDO to RDO.

7. When an employee submits a Work Substitution Request and it is approved, the employee working in place of the employee regularly scheduled to work, the substitute employee shall not be eligible for the involuntary draft.

8. Employees approved for overtime at another facility/unit are not eligible for involuntary overtime draft at their assigned facility/unit for the same period.

9. Administrative supervisors not assigned to a team at a 12-hour facility/unit is not eligible to be involuntary drafted to meet supervisory minimum staffing.

E. For the deputy sheriff rank, when there is an odd number of employees on a watch/team, the bottom half of the Involuntary Overtime List shall include the greater number of employees from the watch/team.

F. Employees who were ineligible for the involuntary overtime draft, who subsequently become eligible, shall be placed at their normal position by seniority on the involuntary overtime list.

G. A supervisor may excuse an employee from the involuntary overtime draft for a compelling reason.

1. Supervisors excusing the employee shall document the reason in a memo to the facility/unit commander.

2. The employee's draft position will remain the same on the involuntary overtime draft list.

H. When an employee is detailed to another facility/unit, for a shift, and the employee is drafted to work involuntary overtime at his/her regular work assignment, the watch commander will request to have the detailed employee released in time to return to the facility/unit before the start of the next watch.

1. The employee shall not be held accountable for tardiness because of reasonable travel time spent going to the overtime facility.
Overtime

2. If the employee will not arrive before the start of the next watch, the supervisor at the facility/unit, which will be below minimum:
   i. the watch commander has the option to begin the watch one (1) under the authorized minimum if an employee is confirmed en route to the overtime facility/unit.
   ii. may offer, in order of seniority, in the appropriate rank, overtime until the detailed employee returns to the facility/unit; or
   iii. if there are no volunteers, an employee may be involuntarily drafted from the involuntary overtime draft list in the appropriate rank(s) from the on-going watch.

I. When more than one employee is involuntarily drafted and another employee reports voluntarily to work or the overtime is no longer required, the last employee drafted will be relieved first.

J. When an employee is involuntarily drafted and the employee subsequently notifies their supervisor that he/she is ill and needs to leave, the employee will complete the On-Duty Illness form before leaving work.

1. If the employee is unable to complete the On-Duty Illness form, the supervisor will complete the form for the employee.

2. The employee must submit to their supervisor a medical verification, covering the period that the employee claimed to be ill, within 72 hours of their return to work.

3. If an employee goes home ill, within the first half of the drafted shift, the employee remains at the top of the involuntary draft list.

K. Whenever the Involuntary Overtime List is exhausted and the minimum staffing level is still not met, after checking with other facilities for available staff, employees from the top half of the watch/team will be drafted to work the involuntary overtime assignment in inverse seniority.

L. In order to meet legally required state mandated female staffing minimum, a female staff member may be required to work involuntary overtime over less senior male employees.

IV. Holiday Overtime

A. Holiday Watch Sign-up - The administrative supervisor or watch commander of any facility/unit that will be operating on each legal holiday will prepare and post the Holiday Watch Sign-up (form HWSU/11/04) for their respective watch.
Overtime

1. Calculate the posting date by counting twenty (20) calendar days backward from the legal holiday, starting with the day before the legal holiday.

2. Post the holiday sign-up form twenty (20) calendar days before each legal holiday.

3. Supervisors completing the top portion of the Holiday Watch Sign-up with the following information:
   i. facility/unit,
   ii. watch/team,
   iii. name of the holiday,
   iv. date and day of the week on which the holiday occurs,
   v. date the holiday sign-up form is posted,
   vi. final sign-up date (ten days before the holiday),
   vii. total number of deputies, supervisors, and female deputies required for that watch for the holiday.

B. The Holiday Watch Sign-up consists of the following four columns.

1. Column A - Assigned watch
2. Column B - Any watch or team - same facility
   a. Administrative supervisor working an 8-hour shift in a 12-hour facility are eligible to sign up for the holiday at their assigned facility under column B.
3. Column C - Same division
4. Column D - Department wide.

C. Holiday Watch Sign-up Procedure

1. Fifteen (15) days before the holiday, the administrative supervisor or watch commander shall initial the names of the employees written in column A. Employees with a supervisor's initial will be guaranteed a holiday overtime slot, unless there are more employees in column A than the required minimum staffing.
Overtime

a. If the watch/team is completely filled by volunteers who signed up in column A, the list should remain posted for other employees to sign-up as alternates in case of an emergency.

b. The holiday overtime sign-up sheet will remain posted to allow volunteers to sign-up in any of the columns up to the 10th day before the holiday.

c. Deputies must write their name in the appropriate column for their request to be valid.

2. Ten (10) calendar days before the holiday, the administrative supervisor, or watch commander shall approve the final holiday staffing by:

a. Selecting the approved employees from column A, by seniority, until the number of employees required is filled. If not filled, then:

b. select the employees from column B, by seniority. If not filled, then:

c. select the employees from column C, by seniority. If not filled, then:

d. select the employees from column D, by seniority. If not filled, then:

e. in inverse seniority, involuntarily draft employees from that facility and watch/team, who have not signed up to work on the holiday, but are regularly scheduled to work that day of the week. If still not filled, then:

f. in inverse seniority, involuntarily draft employees from that facility and watch/team, who have not signed up to work on the holiday, but are not regularly scheduled to work that day of the week. If still not filled, then:

g. in inverse seniority draft employees from that facility’s other watch/team.

h. for supervisors, rank precedes seniority within each column.

3. In order to meet female minimum staffing, less senior female employees shall be approved before more senior male employees.
Overtime

a. When female employees are unavailable to meet female staffing minimums, female employees on their RDOs will be subject to the involuntary overtime draft to meet holiday minimum staffing.

b. Employees with approved time off on the day before or the day after a legal holiday are not eligible for the holiday draft.

4. An employee who signs up for a holiday shift is responsible to review the posted holiday watch to confirm their work assignment.

D. Holiday Overtime Cancellation

1. During the first ten (10) days that the Holiday Watch Sign-up is posted, employees can request to have their names removed from the Holiday Watch Sign-up to a supervisor at that facility/unit.

2. Without supervisor’s approval, employees who volunteered for holiday overtime may not remove their name from the holiday list once the final holiday staffing list has been approved. If denied, the employee may appeal, in writing, to the facility commander/unit manager.

3. Once the final holiday staffing list has been approved, employees who have been involuntarily drafted to work the holiday may be replaced, by seniority, by employees who subsequently volunteer to work the holiday.

4. No employee may substitute for another employee approved for a holiday work assignment by voluntary sign-up.

5. Only a supervisor assigned to the facility/unit, where the Holiday Watch Sign-up is posted, can make changes, or finalize the Holiday Watch Sign-up.

E. Employees unable to work approved Holidays.

1. When an employee is unable to report for their approved holiday overtime assignment:

   a. A supervisor will ask the off-going watch/team for a volunteer to work the next watch holiday overtime.

   b. Employees from the off-going watch/team who are assigned or detailed, as defined in this policy, to that facility will be drafted in inverse seniority until the watch minimum is reached.

F. Employees who work legal holidays will be compensated in pay and not in compensatory time.
V. Abuse of Overtime (including Holiday)

A. An employee is in violation of this policy when:

1. An employee fails to submit a medical verification within seventy-two (72) hours of their return to work, after reporting in sick for their approved overtime shift assignment.
   
a. An employee who does not report for their scheduled overtime shift will be recorded on their attendance record as “Absent without Leave.” If the employee does not report to work within two (2) hours, a welfare check shall be instituted per Sick Leave I-11.

2. The employee fails to submit a medical verification form to their supervisor, within seventy-two (72) hours of their return to work after being involuntarily drafted and the employee claims “on-duty illness”.

3. The employee fails to personally contact a supervisor (not a telephonic voice mail message) to cancel their overtime, at the facility/unit where they have been approved to work overtime.

VI. Corrective Action (including Holidays)

A. Counseling - When an employee violates the Overtime Policy, he/she shall be counseled in writing by a supervisor. The counseling shall include language that a second violation of the Overtime Policy within a twelve (12) month period, will subject the employee to discipline. The twelve (12) month period begins with the date of the first infraction.

VII. Discipline

A. With notification of a second instance of an Overtime Policy violation, within the listed twelve (12) month period; the facility/unit manager shall request discipline, through established procedure, in writing, to the division commander.

B. All discipline shall be in accordance with the San Francisco Sheriff’s Department Policy and Procedure: 1-25, Counseling and Disciplinary Procedures.
POLICY:

An employee may be allowed to work voluntarily in the place of another employee.

PURPOSE:

To provide an alternative means for an employee to take time off by arranging for another qualified employee to work in his/her place.

DEFINITIONS:

Partial Shift – Any time period less than a full shift.

Vacation Calendar – A calendar documenting any approved time off for a watch/team.

Regular Assignment – The facility, hours and regular days off assigned to an employee.

Shift – A designated period of time of no more than 16 consecutive hours in any 24-hour period.

Work Substitute – An employee who voluntarily agrees to work for another employee.

PROCEDURE:

I. Submission of Work Substitution Requests

A. The Sheriff’s Department allows an employee to work voluntarily in place of another employee under the following circumstances:

1. The employee must be of comparable Civil Service Classification (CSC).
   a. A lieutenant (8310) or sergeant (8308) may substitute for only those two classifications.
Work Substitution

b. A deputy sheriff (8302) or deputy sheriff (8304) may substitute for only those two classifications.

c. A senior deputy (8306) may substitute only for another 8306, unless otherwise approved by the facility/unit commander.

i. A senior deputy (8306) may work for a sergeant (8308) or lieutenant (8310), if the reciprocal substitution would not require the sergeant or lieutenant to work at a deputy post assignment, or if a senior deputy would be required to work as an acting facility commander.

ii. A senior deputy (8306) may substitute for a deputy if the reciprocal substitution does not require the deputy to work in a supervisory capacity normally restricted to senior deputy and above.

2. A Work Substitution Requests should be submitted at least 24 hours prior to the start of the work substitution shift.

a. A supervisor may deny an incomplete Work Substitution Requests.

3. Any on duty supervisor at the facility/unit, where the substitution will take effect, shall date, time and initial the request upon receipt.

4. A Work Substitution Request can be for a shift or partial shift.

II. Approval

A. The receiving supervisor shall approve or deny a request by the end of the watch on which it was received.

1. The supervisor will check to insure the requesting employee has not exceeded 4 substitutions of any type in a pay period.

a. A probationary sheriff in classification 8302 may have no more than 1 substitution of any type every other pay period.

2. An employee cannot volunteer to substitute when that substitution would mean that the employee would be compensated for more than 16 hours in a 24-hour period. No employee shall work more than a total of sixteen (16) hours in his/her 24-hour workday, except in a declared emergency.

3. The watch commander may deny a substitution request based on the articulable operating requirements of the facility/unit.

4. If approved the supervisor shall check to insure appropriate coverage for all posts.

a. The supervisor shall record the substitution on the watch sheet.

b. If the watch sheet has not been posted, the supervisor shall record the substitution in the Vacation Calendar.

Personnel:
III. General Provisions

A. In the event the agreed upon substitute does not report for duty at the scheduled time, that substitute will be contacted to report for duty. If the substitute does not report and the department is unable to contact the substitute, a welfare check shall be conducted per policy.

1. If the substitute does not show up as scheduled, the amount of time he/she was unavailable for duty will be charged to the regularly assigned employee’s sick time. If the regularly assigned employee has no accrued sick hours, then the employee will be recorded as “no pay.”

2. Sick leave policy applies to all parties of the work substitution.

3. Employees who voluntarily substitute for another employee shall be compensated only by reciprocal substitution.

   a. Employees are not allowed to compensate a substitute by trading items of value or paying cash.

4. It is the responsibility of the participating employees to mutually agree upon a reciprocal substitution date.

5. Work Substitution agreements are entered into with the understanding that the Sheriff’s Department will not be responsible for paying the substitute any salary or overtime for the regularly scheduled shift.

   a. In the event a substitute fails to report for a partial shift, the regularly assigned employee may be required to remain on duty.

   b. Upon the completion of the agreed upon hours, the substitute employee shall not be required to work involuntarily.

6. The facility/unit commander can approve substitutions in excess of guidelines.

IV. Corrective or Disciplinary Action

A. Any employee who violates these procedures may be subject to corrective or disciplinary action.

1. Failure to call in sick 1-hour prior to the approved reporting time may subject the employee to counseling. A second instance of failing to call in sick during any consecutive 12-month period may subject the employee to discipline.

2. If a work substitute fails to report for a work substitution, without medical verification, the work substitute may be subject to discipline.

   a. If the work substitute fails to report for another substitution, in the same 12-month period, with or without medical verification, he/she may be subject to discipline.
POLICY: The Sheriff's Department, at the direction of the Sheriff, will provide staff for situations or events that requires an expanded departmental commitment of resources, including personnel. When activated, it will be known as the Extended Work Week or EWW.

PURPOSE: Situations occasionally occur that require staff to work extended hours, shifts, and work through their regularly scheduled days off in order to meet the needs of the department in serving the citizens of the City and County of San Francisco. These situations may be the result of citywide and departmental emergencies, personnel support requests from other city agencies, or mutual aid requests from any other law enforcement agencies. This policy is intended to provide guidelines for establishing longer work hours, work shifts, and for the cancellation of regular days off during situations that require an expanded departmental commitment of personnel support.

DEFINITION:

EWW: An acronym referring to an Extended Work Week. This extended work week can consist of expanding a work shift up to a maximum of 16 hours within a 24-hour period. It can also consist of modifying shift schedules for a short period in order to expand shift hours. This terminology can also consist of the cancellation of regular days off for a short period. The expanded work week will be identified as to the duration of the change in work schedules and this extended work week shall not exceed the identified period of time necessary to fulfill the department's mission objective.

Request for Time Off: An employee's written request for the use of personal time to be granted for approved absences from their regularly assigned shift. An employee initiates this written request by completing a blue Request for Time Off card and submitting it to a supervisor.
Extended Work Week

Regular Assignment - The facility, unit, shift, and regular days off that have been permanently assigned to an employee.

PROCEDURE:

I. Guidelines for Establishing and Extended Work Week (EWW)

A. The Sheriff or Undersheriff can declare a period requiring the establishment of an extended workweek in order to maintain an acceptable level of personnel response to meet a critical need, responsibility, or emergency involving the Sheriff's Department.

1. If possible, the specific period of the extended workweek shall be identified.

2. The extended workweek shall be for as short a period as practical to fulfill the staffing needs necessary to complete the operation or to control the incident.

3. The extended workweek can be placed into effect by written directive of the Sheriff or Undersheriff.

B. The entire department, selected units within the department, individual units within the department or an identified number of individuals within a unit can be placed on extended workweek by order of the Sheriff or Undersheriff.

C. If only a limited number of individuals within a unit are placed on extended workweek, or the original determination of personnel required is reduced, the following methods of selection shall be followed:

1. Personnel within that unit identified by specific individualized job assignment (e.g. vehicle maintenance officer, radio equipment officer, purchasing officer, ESU members, etc.).

2. Volunteers within that unit -- first priority.

3. Employees within that unit involuntarily selected by inverse seniority -- second priority.

4. All employees involuntarily assigned within that unit -- third priority.

II. General Rules during an Identified Extended Work Week (EWW)

A. The following will be identified when an extended workweek is declared:
Extended Work Week

1. The specific hours of shift assignments for personnel during the extended workweek.

2. It shall be determined of RDOs will be cancelled during the extended workweek.

3. If limited numbers of personnel within a unit are identified for an extended workweek, the number of personnel placed on such status shall be identified.

4. The method of overtime/compensatory time record keeping.

5. The identification of the responsible parties assigned to overtime/compensatory time record keeping.

6. The anticipated date and time of resumption of regular assignments.

B. Once an extended workweek has been established the following rules apply:

1. Requests for time off received and approved prior to the date of the directive establishing an extended workweek that fall on any of the dates and shifts identified within that extended workweek will remain approved.

2. Request for time off that are submitted on or after the date of the directive establishing the extended workweek will not be approved. (Personnel should continue to submit requests in the event the EWW is scaled back or cancelled. Supervisors will place those requests in the “denied” file per procedure).

3. Requests for time off approved prior to the date of the directive establishing an extended workweek for personal time off on days attached to RDOs will provide protection to that RDO. For example, a deputy working the day watch at CJI 1 who has Monday/Tuesday as RDOs and has a pre-approved day off either on Sunday or Wednesday will not have his/her RDO cancelled. The RDO will be protected.

4. Requests for time off for days, received either on the date of the directive or after that date, that do not fall within the extended workweek, but are attached to RDOs that have been cancelled because of an extended workweek, will not protect the RDO. For example, a supervisor may approve the day off attached to the RDO, however, the RDO that falls within the extended workweek will remain cancelled and the deputy shall report to work on that cancelled RDO.

5. Any employee, sworn or non-sworn, who calls in sick for any of the dates and shifts during an extended workweek will be required to provide
Extended Work Week

written medical verification and write a memo explaining such absence, immediately upon his/her return to work. It will be the responsibility of the employee’s regularly assigned facility, section, or unit commander to forward these documents to the appropriate division commander.

6. Any employee requesting a hardship, seeking to be excused from duty during an extended workweek, must make such a request at the earliest opportunity in writing and submit that request through his/her chain of command to the Undersheriff for approval.

7. Any employee who fails to report to their assignment during an extended workweek and has not been excused from such an assignment by the Undersheriff shall be subject to disciplinary action.

III. Cancellation of an Extended Work Week (EWW)

A. In the event some or all of the EWW is cancelled, personnel will be returned to their regular assignment in the following order:

1. All employees involuntarily assigned with that unit. (Unless they fall into category 4)

2. Employees within that unit involuntarily selected by inverse seniority.

3. Volunteers within that unit.

4. Personnel within that unit, whether voluntarily or involuntarily assigned, who are identified by specific individualized job assignment (e.g. vehicle maintenance officer, communications officer, purchasing officer, or ESU member)

B. Facility, section, and unit supervisors will insure that regular days off are returned and that any denied time off is allowed, per routine procedure.

IV. Termination of an Extended Work Week (EWW)

A. Once an extended workweek has been completed, personnel shall return to their regular assignments by reporting as directed.
POLICY: Assignment of an employee to a specific division shall only be made by the Personnel Unit, subject to the approval by the Assistant Sheriff, Undersheriff, or Sheriff.

PROCEDURE:

I. Divisions

A. Divisions are defined in the Sheriff's Department Policy and Procedure Manual (A-01) as:

1. Administrative and Courts Division
2. Direct Supervision and Jail Programs Division
3. Alternative Programs Division
4. Custody Division

II. Assignments within a Division

A. Assignments of an employee to a specific section, unit, and/or watch, within a division, and assignment of regular days off, shall be made by the Division Commander/Director.

B. A Division Commander/Director may delegate this authority for watch and RDO (regular days off) assignments to a Facility Commander or Watch Commander.

1. Assignments of an employee to a specific duty shall be made by the employee’s immediate supervisor or other superior supervisor in the
Employee Assignments

employee’s chain of command, except when specified otherwise in the Policy and Procedure Manual or by order of the Assistant Sheriff, Undersheriff, or Sheriff.

C. The supervisors designated above as responsible for determining assignments shall take into consideration the following factors:

1. Nature of the Position
2. Operational and Efficiency requirements of the Department.
3. Employee performance, qualification, and skills
4. Employee training and development
5. Employee preference
6. Seniority

III. Notice Requirements

A. Reassignments to a new division, section, unit, watch, and/or changes in regular days off, require a 14-day advance notice, in writing, to the employee, except in the case of an emergency or an unanticipated shortage of personnel requiring the immediate filling of vacancies.

1. Copies of the reassignment notice shall be placed in the employee’s Administration and Facility Personnel Files.

2. The requirement of 14 days notice may be waived by mutual consent of the responsible supervisor and the employee.

IV. Request and Appeals

A. An employee may request reassignment by submitting the request in writing through the employee's chain of command to the supervisor with authority to make the requested reassignment.

B. An employee may appeal a reassignment within five (5) days of notice by submitting the appeal, in writing, through the employee’s chain of command to the Assistant Sheriff or the Undersheriff.
POLICY: The San Francisco Sheriff's Department will attempt to accommodate employees experiencing personal hardship situations, with a balanced view toward other employees not similarly affected, and the overall operation of the Department.

PURPOSE: Employees experiencing temporary hardship situations may be accommodated, provided an accommodation is appropriate and does not interfere with the operational needs of the Department.

DEFINITIONS:

Hardship: A legitimate personal situation such as, medical, family care, including but not limited to childcare, or any other unusual circumstance that affects the employee's ability to meet the requirements of a particular watch and/or assignment. It is expected that the situation will be rectified within thirty (30) calendar days.

Accommodation: An adjustment made to an employee's work schedule (e.g., change in shift and/or jail unit/location) for a period of thirty (30) calendar days. Accommodation does not include areas covered by the modified duty policy.

PROCEDURE:

1. General

A. Sheriff's Department operations are twenty-four hours in duration, requiring employees to work at any location, on any watch, at any time. This directive is designed to balance individual needs with those of the Department, recognizing that personal hardships do exist and a mechanism should exist to address them.
Hardship Accommodations

B. Employees requesting a temporary hardship accommodation shall submit in writing, to their Facility/Unit Commander, a request for accommodation specifying:

1. Type of personal hardship (e.g. childcare, medical)
2. Projected date of resolution if known at the time of submission
3. Means by which the Department may attempt to accommodate the employee
4. Beginning date of the requested accommodation

C. The Facility/Unit Commander will have five (5) working days to either grant or deny, in writing, the hardship accommodation request.

II. Granted Accommodation

A. Once a Facility/Unit Commander has granted a temporary hardship accommodation, the employee will have up to thirty (30) calendar days to make the appropriate scheduling adjustment and return to the original watch and/or assignment given by the Facility/Unit.

1. In the event that an employee is unsuccessful in resolving their personal hardship with the thirty (30) calendar day limit, they must submit in writing an articulable reason why the scheduling adjustment was not made to their Facility/Unit Commander, in order to be given an extension.

   a. The Facility/Unit Commander may extend a hardship accommodation an additional fifteen (15) calendar days, at which time the employee will then return to their original watch and/or assignment unless otherwise entitled by the Memorandum of Understanding, the Work Rules, or in accordance with the needs of the facility/unit.

2. Employees will automatically return to their original watch and/or assignment prior to the hardship accommodation, at the end of the thirty (30) calendar day limit, unless otherwise entitled by the Memorandum of Understanding, the Work Rules, or in accordance with the needs of the facility/unit.

III. Denied Hardship Request

A. The Facility/Unit Commander may deny a hardship accommodation request based on the operational needs of the facility/unit. The denial will be in writing.
Hardship Accommodations

B. An employee may appeal in writing the decision of the Facility/Unit Commander to the Division Chief Deputy/Director.

1. The Division Chief Deputy/Director will have five (5) working days to respond in writing to the employee stating the reason why the request was denied.

IV. Existing Hardships

A. Employees who may have been accommodated due to personal hardships in the past should plan to resolve their hardships immediately.

1. In the event future reassignment is necessary, those employees will be subject to this policy.

2. In the event an employee is to be transferred, the Facility Commander at the currently assigned facility will contact the future Commander/Manager to insure that the accommodation can be given at the new assignment. The accommodation time granted at their prior facility will count against the thirty (30) calendar day limit.

3. Personnel shall only be granted one accommodation per hardship as defined in this policy.
POLICY: The San Francisco Sheriff's Department (SFSD) shall recognize individuals who demonstrate by their actions that they are deserving of an award.

PURPOSE: To define formal Department awards given to employees and others, establish criteria for meriting awards, and set forth the procedures by which awards are processed.

I. General:
   A. Medals of Valor
      1. Gold Medal of Valor – (For full time employees of the SFSD) this is the SFSD’s highest award for valor and will be merited when the following elements exist:
         a. Outstanding bravery above and beyond that expected in the line of duty;
         b. where failure to take such action would not justify censure;
         c. where the risk of life actually existed and the employee had sufficient time to evaluate it;
         d. where the objective is of sufficient importance to justify the risk and / or;
         e. where the employee accomplished the objective or is prevented from same by incurring a disabling injury or death.
      2. Silver Medal of Valor - For full time employees of the SFSD, this is the SFSD’s second highest award for valor and will be merited when the following elements exist:
         a. Where the employee manifests outstanding bravery in the performance of his / her duty under circumstances not within the provisions required for a Gold Medal of Valor;
         b. where failure to take such action would not justify censure;
         c. where the employee risks his / her life with full and unquestionable knowledge of the danger involved or where a reasonable person would assume his / her life was in great danger;
Department Awards

d. where the objective is of sufficient importance to justify the risk and / or

e. where the employee accomplished the objective or is prevented from
   same by circumstances beyond his / her control.

3. Bronze Medal of Valor – (For full time employees of the SFSD) the SFSD’s third highest award for valor will be merited when the following elements exist:
   a. Outstanding bravery above and beyond that expected in the line of duty;
   b. where failure to take such action would not justify censure and / or
   c. where the objective is of sufficient importance to justify the risk.

4. Each Medal of Valor shall be accompanied by a certificate, a ribbon, and a cash stipend. The Gold Medal of Valor brings a reward of $200.00. The Silver Medal of Valor brings a reward of $150.00. The Bronze Medal of Valor brings a reward of $100.00.

B. Certificates / Humanitarian Awards

1. Lifesaving / Humanitarian Award will be merited by any full time employee of the SFSD when the following elements exist:
   a. The act of saving or attempting to save a human life;
   b. where the threat to human life is of sufficient gravity to determine that
      if the employee had not intervened, the life may have been lost and / or
   c. a suitable plaque will be issued with this award.

2. Certificate of Outstanding Service will be merited by any full time employee of the SFSD when the following elements exist:
   a. Demonstration of outstanding bravery in the performance of duty under circumstances not within the provisions provided for in the Medals of Valor.
   b. A Certificate and ribbon will be issued with this award.

3. Certificate of Merit will be awarded to any full time employee of the SFSD when the following elements exist:
   a. Significant contributions toward the betterment of the SFSD;
   b. possession of personal traits such as leadership, mature judgment, reliability, and excellent performance;
   c. embodiment of the highest standards of professional conduct in the performance of duties and / or
   d. the receipt of three or more commendations within a two year period received from any combination of the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, Captain and / or the civilian equivalent.
Department Awards

c. A certificate will be issued for this award.

4. Certificate of Appreciation may be merited by anyone who is not a full time employee of the SFSD when the following elements exist:
   a. Performance of outstanding services to the cause of law enforcement or corrections;
   b. outstanding contributions toward the betterment of the SFSD;
   c. demonstration of dedication, diligence, reliability, resourcefulness, and unselfish service to the SFSD and/or
   d. A certificate will be issued for this award.

5. Sworn staff shall wear Medals of Valor and/or ribbons received on the Class A uniform jacket.

6. Medals and/or ribbons shall not be worn on jumpsuits, Class B shirts, rainwear or the nylon tuffy jackets.

C. Commendations

1. Commendations, in the form of a letter, may be issued by the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, Captain or their civilian equivalent for any employee when the following elements exist:
   a. The employee performs his or her duty in such a manner as to show dedication and service above that normally demanded by the SFSD of its employees, but which does not meet the qualifications for a higher award.
   b. This commendation becomes a part of the employee's permanent record.

D. Special Awards

1. At certain times, in recognition of a special event or activity that a number of employees participated in, the Sheriff may issue ribbons, awards and/or certificates on his own authority.

II. Procedures:

A. Awards Committee

1. The SFSD shall establish and maintain an Awards Committee (referred to as "the Committee") to review the activities and actions of persons employed by the SFSD and to award those actions appropriately.
   a. The Committee may authorize the Medals of Valor / the Humanitarian / Lifesaving Award and/or any certificate(s).
   b. The Committee may recommend a commendation be issued by the appropriate supervising officer when an application does not meet the criteria of the Medals of Valor and/or other awards.
   c. The Committee may decide that no award is appropriate.
Department Awards

d. Two out of three votes will decide the giving of the award.

2. The Awards Committee shall consist of the following:
   a. Three sworn employees of any rank:
      i. Two shall be selected by the Sheriff
      ii. One shall be selected by the President of the Deputy Sheriff's Association.
      iii. The Sheriff will select one of these as the chairperson of the Committee.
      iv. The Sheriff or President of the DSA may change their appointee at any time.

b. Three members shall constitute a quorum.

c. The Sheriff and President of the DSA may designate alternates if their appointed member is unavailable for a meeting.

d. In the absence of the chairperson, the Committee will select a chairperson for that particular meeting.

3. The Committee shall meet at least semi-annually. The chairperson may call additional meetings as necessary.

B. Application Procedure

1. Except as specifically exempted by the Sheriff, applications for awards must be submitted to the chairperson of the committee no later than 30 days after the occurrence of the action for which the application has been made.

2. If the application is for a Certificate of Merit based on the receipt of three or more commendations, the application must be submitted to the chairperson of the Committee no later than 30 days after the last commendation was issued.

3. Any employee who deems that an act performed by another employee is deserving of an SFS&D award may nominate such employee for the award.
   a. The employee must make an application, in writing that states the name of the individual to be considered, the date and location of the incident, a brief summary of the incident, the names of any witnesses, and a recommendation for a particular award. All supporting documents should be attached.

4. This application will be submitted to the nominee's facility / section / unit commander who will review the nomination and make a personal investigation to determine whether the nomination is warranted.
   a. The facility / section / unit commander will state his / her findings on the application, make a recommendation, and forward the application to the Committee.

C. Meeting Procedures

1. On receipt of applications for awards received for the Committee (and at least
Department Awards

semi-annually) the chairperson shall:

a. Schedule a meeting of the committee.
b. Prepare an agenda and send a copy of each application package to each member of the Committee at least seven days before the date of the meeting for review.

2. The Committee shall review all applications and determine whether an award should be granted, what award is appropriate, or if the nominee should be eligible for a lesser award or no award at all.

3. Applications shall be reviewed and voted separately, except when the incident and application indicate a joint act.

4. Any Committee member who was involved in the application process for an award may participate in the discussion of that application, however may not vote on the award. The Sheriff or chairperson shall designate an alternate member in that event.

5. The chairperson will keep notes on the meeting and publish the results of the Committees decisions within two weeks after each semi-annual meeting.

6. The chairperson is responsible for insuring that once an award is voted, the award and its attendant items are presented to the recipient.

III. Forms:

Not Applicable

IV. Reference:

Not Applicable
POLICY: The San Francisco Sheriff's Department may require an interview with an appointed psychiatrist and/or psychologist for any Department employee.

PURPOSE: To determine an employee's suitability in the performance of their duties.

DEFINITIONS:

"Need to Know" - A legitimate business purpose in the course and scope of the employee's duties.

PROCEDURE:

I. General

A. An interview with a Department appointed psychiatrist and/or psychologist may be required for any Department employee who:

1) Discharges a firearm under any of the following conditions:
   a. When the discharge of the firearm produces bodily injury to any person.
   b. When the discharge of the firearm results in the damage of any property.
   c. When the discharge of the firearm is reckless in nature.
   d. When the employee is under the influence of alcohol or medication.
Psychiatric and/or Psychological Evaluations

e. When the employee has been involved in more than one accidental discharge of a firearm.

2) Draws or exhibits a firearm or deadly weapon in a rude, angry, or threatening manner.

3) Has been taken hostage.

4) Has received serious bodily injury in the scope of the employee's duties.

5) Displays bizarre behavior.

B. The results from an investigation of any of the above-mentioned incidents will be reviewed by the Sheriff, Undersheriff, Assistant Sheriff, or designee.

C. The results of the psychiatric and/or psychological interview(s) will be reviewed by the Sheriff, Undersheriff, Assistant Sheriff, or designee.
POLICY: The San Francisco Sheriff's Department shall establish and maintain a **Weapon Discharge Review Board**, which shall be responsible for reviewing, and investigating cases in which sworn Departmental employees discharge a firearm.

I. **Duties of the Board**
   
   A. Review and Investigation

   1. The Weapon Discharge Review Board shall review every incident in which a deputy discharges a firearm (except at an approved range). The Board shall determine if the discharge was justified pursuant to Department policies and procedures and recommend appropriate action to the Sheriff.

   B. Modifying Policies and Procedures

   1. The Board shall make recommendations for modifying Departmental policies and procedures concerning the use of firearms when appropriate, and shall make recommendations for training.

II. **Composition of the Board**
   
   A. The Weapon Discharge Review Board shall consist of the following members:

   1. Chief Deputy, Administration (Chair)
   2. Captain (or above) as designated by the Chair
   3. Range master-Sheriff's Range
III. Rules of Order

A. Meetings

1. Meetings of the Board shall be called by the Chair within a reasonable time after the report of a firearm discharge.

B. Review/Consensus

1. Should it be necessary to further clarify the circumstances surrounding the incident, the Chair shall schedule a hearing. Upon completion of the hearing, the Board shall submit a report to the Sheriff with its findings and recommendations. The deputy under investigation shall be notified of the Board's findings within 10 calendar days of the hearing.

C. Notification

1) A deputy required to appear at a hearing shall be given written notification at least 10 calendar days prior to the scheduled appearance. The notice shall contain the fact that he/she is entitled to representation. The deputy shall be allowed to examine all materials to be considered by the Board.

D. Representation

1) The deputy's commanding officer shall be present at the hearing if requested by the Board. If the officer elects, his/her representative shall be present at the hearing.
POLICY: Employees of the San Francisco Sheriff's Department may elect to obtain official business cards for professional use. All business cards shall meet established standards.

PURPOSE: To establish standards and uniform guidelines for the production of Sheriff’s Department business cards.

REFERENCE: Section 6.5 of the San Francisco Sheriff's Department Employee Rules and Regulations "Department Business Cards" states, "A standard business card approved by the Sheriff may be used by employees. Nothing will be entered on any Departmental business card which confers special consideration to the recipient".

PROCEDURE:

I. General

A. Employees of the San Francisco Sheriff's Department are allowed to have department business cards that adhere to the guidelines established by this procedure.

1) The only graphics allowed on business cards is the San Francisco City and County Seal and/or the Sheriff's Department 7 point star.

2) Business cards shall include the cardholder's:

   a. Full Name

   b. Department rank and star number and/or department approved title.
3) Business cards shall be printed on quality white card stock, in black ink only.

4) The City Seal and/or star may be either gold (not yellow) or black.

5) All business cards shall use block style print as noted in the card examples.

6) The bottom left portion of the cards shall include the Department name, the Sheriff’s name, and title, and reflect the card holder’s work address. For example, the card for a deputy who works at CJI#8 shall read:

San Francisco Sheriff's Depart.
Michael Hennessy, Sheriff
County Jail #8
425 7th Street
San Francisco, CA 94103

7) The card should include the cardholder’s business phone number in the right lower corner.

a. May also include fax number and/or pager number

B. Department business cards must be purchased at the employee’s expense except for those employees indicated.

C. Business cards must comply with this policy and be approved by the employee’s facility/unit commander.

---

CIFSF Seal
Sheriff’s 7 Pt Star (Sworn)
Richard R. Ridgeway
Sergeant, Star #123
Financial Services Manager

San Francisco Sheriff’s Dept.
633 Folsom St., #200
San Francisco, CA 94107
415-554-7225

CIFSF Seal
(Civilian)
Ethan Hirst
Chief of Staff

San Francisco Sheriff’s Dept.
633 Folsom St., #200
San Francisco, CA 94107
415-554-7225
Rex Olson
Lieutenant, Star # 123
Administration

San Francisco Sheriff's Department
Michael Hontsery, Sheriff
555 5th Street, Room 300
San Francisco, CA 94153
415-553-9000
415-553-9008 (fax)
Department Business Cards

The department will provide business cards at the department’s expense to staff indicated below:

All Chief Deputies
All Captains
Sheriff’s Legal Counsel
Sheriff’s Finance

Chief of Staff
Public Information Officer
Storekeepers
SBBS

Administration:

Backgrounds
Personnel
Training
Technical Services
Investigative Services Unit
Recruitment
Peer Support Coordinator

Civil Section
Court Services Unit Commander
and Site Supervisors
Alternative Programs
Jail Clearance Officer
Jail Programs
Prisoner Legal Services

Custody:

Custody Executive Officer
Classification Unit
DNA Officer
K-9 Officer
Ward 7D/7L Unit Commander and night Watch Commander

Field and Support Services:

Field Services Lieutenant
Emergency Response Coordinator
Homeland Security Staff
CARC Officers
Fleet/Communications Officer
CWB Senior Deputies and above
ECD Unit Commander and Night Supervisor
City Hall Security Unit Commander and Night Supervisor
Transportation Unit Commander and Senior Deputy
IPU Senior Deputies and above
IPU Clinic Staff
POLICY: It is the policy of the San Francisco Sheriff’s Department to cooperate fully with prosecutors in their constitutional obligation to provide exculpatory evidence required by Brady v Maryland (1963) 373 U.S. 83 to criminal defendants.

PURPOSE: To provide potentially exculpatory information to criminal defendants.

I. General:

A. Peace officer personnel records are confidential and protected from disclosure. (Penal Code Section 832.7, Government Code Section 3300 et seq., and Article 1, Section 1 California Constitution Right to Privacy). The only exception is the statutory procedure for Pitchess motions under Evidence Code Sections 1043-1047, Pitchess v Superior Court (1974) 1

B. Brady requires prosecutors to provide criminal defendants with exculpatory evidence that is material to guilt or punishment, including substantial evidence bearing on the credibility of key prosecution witnesses. The scope of the prosecution’s obligation may exceed the information available to the defense under Pitchess, e.g., there is no five (5) year limit in retroactive material from personnel files.

C. Generally, relevant documentary evidence which must be disclosed is impeachment evidence defined by Evidence Code § 780 which tend to show:
   1. The character of the witness for honesty
   2. Personal, religious 1 Cal. 3d 531, and Brady motions, and / or racial bias
   3. Inconsistent statements from percipient witnesses
   4. Felony convictions
   5. Criminal conduct involving moral turpitude regardless of prosecution or criminal conviction
   6. False reports

D. Notification of a sworn officer’s probable testimony and, accordingly, request for Brady material will be communicated to the Sheriff's legal counsel by the district attorney. Upon receipt a search shall be directed by legal counsel.

E. The archival search process shall include:
Disclosure of Impeachment Evidence for Deputies called as Witnesses

1. The peace officer’s personnel file, background file, and any investigative services files in which the peace officer is a subject. If there is potentially exculpatory information, the prosecutor is informed that there may be potential Brady information on the officer. The prosecutor then files a Brady / Pitchess motion for the Court to conduct an in camera review of any potential Brady material and to make a decision to disclose, if appropriate, under Brady. The in camera review is conducted with legal counsel for the Sheriff and is transcribed under seal. If disclosure is ordered, the disclosed records are produced to the district attorney who then discovers the disclosed records to the defense counsel. The Judge conducting the in camera review issues a protective order prohibiting release of the records except to parties in the criminal case.

II. Procedures:

A. Notification to Sworn Personnel:

1. Upon receipt of a motion for discovery of personnel files of any sworn personnel, the employee named in the motion will be notified of the motion, by the Sheriff’s Legal Counsel. The notification will inform the employee of the date and time of the in camera hearing and that legal counsel for the Sheriff will appear for the department. It will inform the employee that the legal representative for the Deputy Sheriffs’ Association (DSA) or the Sheriff’s Managers and Supervisors Association (MSA) have also been informed of the proceeding.

III. Forms:

Not Applicable

IV. Reference:

Brady v Maryland (1963) 373 U.S. 83
Evidence Code Sections 1043-1047, Pitchess v Superior Court (1974) 11 Cal. 3d 531 and Brady motions
Penal Code 832.7
Government Code Section 3300 et seq Article I, Section 1 California Constitution Right to Privacy
POLICY: To comply with the California Commission on Peace Officer Standards and Training (P.O.S.T.), the California Board of Corrections Standards and Training for Corrections Program (S.T.C.) and local rules and regulations for various training provided to members of the Sheriff's Department.

PURPOSE: To establish and maintain a Department Training Program for the purpose of which is to produce fully trained officers who will be able to improve their knowledge and skills.

PROCEDURE:

1. Training Requirements
   A. Commission on Peace Officer Standards and Training (P.O.S.T.)
      1. Basic Academy
         i. Pursuant to state law, P.O.S.T. requires all deputy sheriff's complete the Basic Academy to have Peace Officer powers. The Basic Academy must be completed within the first year of employment. Penal Code Section 832.4 requires Peace Officers to have a basic P.O.S.T. certificate in their possession within the first eighteen (18) months of employment to retain Peace Officer powers.
         ii. Assignment to the Basic Academy is made by the Personnel Manager. Individual assignments will be made by seniority to each successive academy as much as possible. The Basic Academy could be located anywhere within California. Requests regarding preference for a specific academy location or assignment date are not allowed. In accordance with the Department's
Department Training

Employee Assignment Policy, a deputy may appeal his/her assignment within five (5) days of notification.

iii. Deputy Sheriff's must successfully complete the academy to which they are assigned by passing all areas of instruction, academic, physical, and firearms, in conformance with that Academy's standards. Failure to successfully complete an academy will result in termination of the deputy's employment.

iv. Deputy Sheriff's are to conform their behavior to the standards of the academy to which they are assigned. Dismissal from an Academy due to disciplinary reasons will result in termination of the deputy's employment.

v. If a deputy is injured or becomes seriously ill while attending an academy, and is unable to continue performing the required academy training, he/she may be withdrawn from the academy due to a temporary medical condition. The deputy's medical condition is subject to an independent evaluation by a physician selected by the Sheriff's Department. Upon release to full duty status, the Training Manager will send written notification to the deputy that he/she must successfully complete another academy within a designated time period. Failure to complete the training will result in termination.

vi. Successful completion of the Basic Academy is a condition of the probationary period of employment.

2. Supervisory Training

i. Every deputy promoted, appointed, or transferred to a first-level supervisory position (Sergeant) shall satisfactorily complete a certified 80-hour supervisory course prior to promotion or within twelve (12) months after the promotion, appointment, or transfer to such position.

ii. Every deputy who is assigned to a quasi-supervisory position (Senior Deputy) may attend a certified 80-hour supervisory course if authorized by the Sheriff.

3. Management Training

i. Every deputy promoted, appointed, or transferred to a middle management position (Lieutenant) shall satisfactorily complete a certified 80-hour management course prior to promotion or within
Department Training

twelve (12) months after the initial promotion, appointment, or transfer to such position.

4. Continuing Professional Training Requirement

i. Pursuant to P.O.S.T. regulations (1005d), effective July 1, 1986, the continuing Professional Training Requirement (formerly the Advanced Officer Training requirement) will be 24 hours of training every two (2) years after the completion of the Basic Academy.

ii. First-line supervisors shall meet the Continuing Professional Training requirement after completion of the mandated 80-hour supervisory course.

B. Board of Corrections Standards and Training for Corrections (S.T.C.)

1. Entry-Level Core Requirement

i. All newly hired deputy sheriffs and newly hired prisoner service counselors shall complete an 80 hour Basic Jails/Adult Institution's Course, pursuant to Title 15, subchapter 4, section 1020 of the California Administrative Code. This training shall be completed during the first year of employment.

ii. All newly hired deputy sheriffs and newly hired prisoner service counselors shall complete basic first aid training certified by the American Red Cross and cardiopulmonary resuscitation (CPR) training certified by the American Red Cross or the American Heart Association. This training shall be completed during the first year of employment.

2. Supervisory Core Requirement

i. Sworn and civilian personnel claimed in the S.T.C. program, promoted or appointed to a supervisory position, shall complete an 80 hour Supervisory Course certified by either the Board of Corrections or P.O.S.T. This training shall be completed within one (1) year of the promotion or appointment.

3. Manager/Administrator Core Requirement

i. Sworn and civilian personnel claimed in the S.T.C. program, promoted or appointed to a manager or administrator position, shall complete a 40 hour Jail Management Course certified by the
Department Training

Board of Corrections or P.O.S.T. This training shall be completed within one (1) year of the promotion or appointment.

4. Annual Training Requirement
   i. All sworn and civilian personnel who are claimed in the S.T.C. program and who have completed the core-training requirement shall complete 24 hours of training per year. The training year is from July 1 through June 30.
   ii. The annual training requirement shall apply to all ranks within the Department, once the core-training requirement is successfully met.
   iii. All sworn personnel who successfully meet the S.T.C. annual training requirement will also meet the P.O.S.T. Continuing Professional Requirement.
   iv. Sworn and civilian personnel, who work in jail facilities or with prisoners, are claimed in the S.T.C. program, including transportation officers and bailiffs.

5. Equivalency
   i. Sworn and civilian personnel employed with the Department on or before January 1, 1981, were granted equivalencies for all P.O.S.T. training completed prior to the formation of the Board of Corrections Standards and Training For Corrections program. The equivalencies were granted by the Board of Corrections. Equivalencies were granted for P.O.S.T. certified Jail Operations training, Advanced Officer Training, Supervisory and Management training, including Jail Management Training, provided such training was completed before January 1, 1981.

II. Training Compensation/Reimbursement
   A. Per Diem (Lodging and Meals)
      1. P.O.S.T. Courses
         i. Personnel who attend P.O.S.T. certified courses will be allowed the maximum allowable per diem rate pursuant to P.O.S.T. regulations. Since the per diem rate is adjusted annually by P.O.S.T., personnel assigned to P.O.S.T. certified courses should contact training for the current rate.
Department Training

ii. Pursuant to P.O.S.T. regulations, personnel who must reside at the training location are required to submit receipts for all expenditures (motel/hotel, taxi, airporter, bridge tools, etc.). No receipts are required for meals when the trainee is required to reside at the location.

iii. Personnel who attend P.O.S.T. certified courses, as commuters must submit lunch meal receipts and bridge toll receipts. Reimbursement will be based on current P.O.S.T. regulations.

2. Board of Corrections (S.T.C.) Courses

i. Personnel who attend Board of Corrections (S.T.C.) certified courses, who are required to reside at the training location, will be allowed the motel/hotel rate plus the maximum allowable for meals, pursuant to the Board of Corrections (S.T.C.) regulations and the regulations of the Grants Division of the City Controller's Office.

ii. Personnel who attend Board of Corrections (S.T.C.) certified courses, who are required to reside at the training location must submit receipts for all expenditures, including meals.

iii. Personnel who attend Board of Corrections (S.T.C.) courses, as commuters must submit lunch meal receipts and bridge toll receipts. Reimbursement will be based on current Board of Corrections (S.T.C.) regulations and the regulations of the Grants Division of the City Controller's Office.

3. Non-Reimbursable Courses

i. Non-reimbursable courses are those courses not certified by either P.O.S.T. or the Board of Corrections (S.T.C.).

ii. Personnel who attend non-reimbursable courses will be allowed the maximum allowable per diem rate pursuant to P.O.S.T. regulations.

iii. Personnel who attend non-reimbursable courses and must reside at the training location are required to submit receipts for all expenditures (motel/hotel, taxi, airporter, bridge tolls, etc.). No receipts are required for meals when the trainee is required to reside at the location.
Department Training

iv. Personnel who attend non-reimbursable courses, as commuters must submit lunch meal receipts and bridge toll receipts. Reimbursement will be based on current P.O.S.T. regulation.

4. Expenditures above the Maximum Allowable Per Diem Rates

f. Pursuant to the regulations governing the P.O.S.T. Training Fund, the Board of Corrections (S.T.C.) Fund and the regulations of the City Controller's Office, personnel cannot be reimbursed for expenditures, which exceed the maximum allowable per diem rate.

B. Use of Privately Owned Vehicle, Airporter, Taxi, Rental Car, and Airplane

1. Privately Owned Vehicle

i. Personnel who are required to use a privately owned vehicle will be reimbursed for mileage incurred at the current rate per mile allowed by the City Controller's Office.

ii. Personnel attending P.O.S.T. certified courses, who use a privately owned vehicle, are required to document starting and ending odometer readings one way, make, model and year of vehicle on the reimbursement material provided by the Training Unit. Personnel must indicate the number of days they actually drove from the motel/hotel to the training site (when applicable).

iii. Personnel attending Board of Corrections (S.T.C.) courses, who use a privately owned vehicle, are required to document starting and ending odometer readings to and from the training location on the reimbursement material provided by the Training Unit. Personnel are required to document the address from where they leave and the address to where they are going. Personnel must note the make, model and year of the vehicle being driven.

iv. Personnel attending non-reimbursable courses, who use a privately owned vehicle, are required to document starting and ending odometer readings one way, make, model and year of vehicle on the reimbursement material provided by the Training Unit. Personnel must indicate the number of days they actually drove from the motel/hotel to the training site (when applicable).

v. The regulations of the City Controller's Office require ride sharing to and from the training site when more than one-department personnel is attending the same training course and a privately owned vehicle is used.
Department Training

vi. The City Controller's Office will not reimburse each individual driver of a privately owned vehicle for mileage incurred when more than one person from the department attends the same training unless a detailed, written explanation justifying the individual use of a privately owned vehicle is attached to the reimbursement claim.

vii. It is the employee's responsibility to attach the detailed, written explanation justifying the individual use of a privately owned vehicle to the Training Unit when ride sharing is not employed.

viii. The ride-sharing regulations of the City Controller's Office applies to P.O.S.T. certified courses, Board of Corrections (S.T.C.) certified courses and non-reimbursable courses.

2. Airporter
   i. Personnel will be fully reimbursed when the use of an airporter is required, provided a receipt is submitted.

3. Taxi
   i. Because of the high cost, a taxi should be used only when no other transportation is available. If an employee must use a taxi, he/she must submit a receipt that indicates the mileage incurred, the name of the taxi company and the name of the driver. Reimbursement for the taxi will be based on the mileage indicated on the taxi receipt. Reimbursement will be calculated pursuant to current mileage rates allowed by the City Controller's Office.
   ii. A taxi cannot be used as transportation from the employee's home to the training site.

4. Rental Car
   i. No expenditure related to a rental vehicle, other than mileage, may be claimed except when the total cost of auto rental, including mileage, is less expensive than the cost of other forms of available transportation. Reimbursement for mileage will be calculated pursuant to current mileage rates allowed by the City Controller's Office.
   ii. Personnel must receive prior approval from the Training Manager when a rental car is necessary.
5. Airplane
   i. Personnel who are required to use commercial airplanes to get to the training location will be directed by the Training Manager to make reservations through a specific travel agency. This travel agency will bill the Department directly for the expense of the ticket.
   ii. Personnel who make airplane reservations at a travel agency other than the one they were directed to, will be required to pay for the expense of the ticket and submit a receipt for that payment to the Training Unit for reimbursement.
   iii. Personnel are required to submit the airline stubs along with required reimbursement material to the Training Unit.

6. Training in San Francisco
   i. No mileage is paid for any training conducted in San Francisco. Lunch meals will be reimbursed pursuant to policies regarding commuter courses.

C. Timely Submission of Reimbursement Material and Receipts

1. Personnel who attend P.O.S.T. certified courses, Board of Corrections (S.T.C.) certified courses or non-reimbursable courses are required to submit all reimbursement material and receipts within five (5) days of completion of the training course, pursuant to regulations of the City Controller's Office.
   i. Reimbursement material and receipts shall be submitted to the Training Unit.
   ii. The City Controller's Office regulation regarding submission of reimbursement material applies to commuter courses and courses which require the trainee to reside at the training location.
   iii. Failure to submit the required reimbursement material and receipts, completed thoroughly, within five (5) days of the completion of the course may result in forfeiture of reimbursement to the employee.
   iv. Additionally, if a travel advance was given, the employee may be required to pay back to the Department any advanced money.
v. In all cases, reimbursement is based on actual expenses up to the maximum allowable rate. If an employee is advanced the maximum allowable rate and does not account for spending of the maximum allowable rate, the employee will be required to pay back to the Department the difference between the advancement and the actual expenses.

III. Training Assignments

A. P.O.S.T. Courses

1. Basic Academy

   i. All assignments to a P.O.S.T. Basic Academy are made by the Personnel Manager based on seniority as much as possible.

   ii. No requests are permitted for specific dates or specific academy assignments.

2. 832 P.C. Arrest and Firearms

   i. Newly hired deputy sheriffs, employed after July 1, 1985, who are not assigned directly to a Basic Academy, shall compete a 40 hour 832 P.C. Arrest and Firearms Course, pursuant to P.O.S.T. regulations. Assignment to this course will be made by the Personnel Manager prior to the employees' assignment to jail duties.

3. Specialized Training Courses

   i. Assignments to P.O.S.T. specialized training courses are made by the Facility/Section Commanders. The assignments are subject to the approval of the Training Manager.

   ii. Upon approval of a P.O.S.T. certified course, the Training Unit will make the necessary course reservations.

B. Board of Corrections (S.T.C.) Courses

1. Basic Jails/Adult Institutions Course

   i. Newly hired deputy sheriffs will be assigned to the Basic Jail/Adult Institution course by the Personnel Manager prior to their jail assignment.
ii. Prisoner Services Counselors will be assigned to the Basic Jails/Adult Institutions course by the Prisoner Services Section Manager within the first twelve (12) months of their employment.

2. Annual Training Course

i. All assignments to the Annual Training Course will be made by the Facility/Section Commander.

3. Other Board of Corrections (S.T.C.) Certified Courses

i. All assignments to outside training certified by the Board of Corrections (S.T.C.) will be made by the Facility/Section Commander.

ii. The Training Manager will send available information regarding outside training courses certified by the Board of Corrections (S.T.C.) to the Facility/Section Commander.

iii. All assignments to outside Board of Corrections (S.T.C.) courses are subject to approval from the Training Manager.

iv. Upon approval of a Board of Corrections (S.T.C.) certified course, the Training Unit will make the necessary course reservations.

C. Non-Reimbursable Training Courses

1. In General, non-reimbursable training will not be permitted.

i. Non-reimbursable training may be approved if the type of training is necessary for the specific job assignment and comparable training is not available through the Board of Corrections (S.T.C.) or P.O.S.T.

ii. Non-reimbursable training is subject to approval from the Training Manager.

iii. Approval for non-reimbursable training will be based on availability of funds.

D. Overtime

1. P.O.S.T. Courses

i. Personnel who attend a P.O.S.T. certified course, other than the Basic Academy, which is more than 40 hours in length in one
week, will receive overtime compensation for the actual course hours over 40 hours in one week.

ii. Overtime is not paid for travel to or from a training course or training location.

iii. Overtime is not authorized to replace a person assigned to a P.O.S.T. certified course, unless prior approval is given by the Training Manager.

iv. Facility/Section Commanders who approve assignments to P.O.S.T. certified courses will make schedule changes as necessary to ensure that personnel attend training on duty time.

2. Board of Corrections (S.T.C.) Courses

i. Pursuant to Board of Corrections (S.T.C.) regulations, overtime is permitted to replace the person attending a Board of Corrections (S.T.C.) certified course.

ii. The amount of hours a person attending training can be replaced is determined by the Training Manager based on available S.T.C. budgeted funds.

iii. Pursuant to Board of Corrections (S.T.C.) regulations, the person replacing a person attending a certified course must be doing the same job duties as the person he/she replaces.

iv. Replacement personnel must be of equal rank or less than the person they are replacing. However, sergeants can replace senior deputies who are assigned to a quasi-supervisory position in the jail.

v. Deputies cannot replace sergeants or above.

vi. Facility/Section Commanders who make assignments to Board of Corrections (S.T.C.) certified courses will make schedule changes as necessary to ensure that personnel attend such courses on duty time.

vii. Personnel who are indicated as replacement personnel must be on a regular day off or normally assigned to a watch other than the watch they are working as a replacement person.

viii. Replacement information indicating the name of the person being replaced and the name, actual day worked, actual watch worked
and actual hours worked by the replacement person, must be submitted to the Training Unit immediately following the conclusion of the training course.

ix. Personnel who are assigned to training, but are absent, are not replaceable.

3. Non-Reimbursable Training Courses

i. Overtime is not authorized to replace a person assigned to a non-reimbursable course unless prior approval is given by the Training Manager.

ii. Facility/Section Commanders who approve assignments to non-reimbursable courses will make schedule changes as necessary to ensure that personnel attend training on duty time.

4. Requests for Training

i. Personnel may submit written requests to attend specific training course. Written requests must be submitted through the chain of command and are subject to the approval of the Facility/Section Commander and the Training Manager.

ii. If approval is given, every effort will be made by the Training Unit to arrange the requested training.

5. Legal Holidays

i. Personnel assigned to a training course, which has class on a legal holiday, will receive legal holiday pay, including the Basic Academy.

E. Attendance

1. Course Hours

i. Personnel assigned to training courses are required to attend all hours of the course until its completion.

2. Absences from Assigned Training

i. Personnel assigned to a training course, who are absent for any reason, must notify their Facility/Section Commander and the Training Unit as soon as possible and in accordance with the Department's policy.
Department Training

ii. The Training Manager will notify the Facility/Section Commander of any reported absences.

3. Punctuality

i. Personnel assigned to a training course are required to report punctually.

ii. Personnel who are late for a training course will complete a late slip in accordance with the Department's policy.

iii. The Training Manager will send the late slip to the appropriate Facility/Section Commander.
POLICY: To define guidelines for Peace Officer Standards and Training (POST) Certificates given to sworn employees based on the successful completion of a Basic Academy and earned college units.

PURPOSE: To provide guidelines to sworn employees regarding POST Certificates.

I. General:

A. Qualifications for POST Certificates

1. In order to qualify for a POST Certificate an officer must meet the following qualifications:

   a. Basic Certificate
      i. Successful completion of the Basic Academy (if hired after January 1, 1975) and completion of an 18-month probationary period.

   b. Intermediate Certificate
      i. Baccalaureate Degree plus two (2) years law enforcement experience, OR
      ii. 60 College units plus four (4) years law enforcement experience, OR
      iii. 30 College units plus six (6) years law enforcement experience, OR
      iv. 15 College units plus eight (8) years law enforcement experience.

   c. Advanced Certificate
      i. Master’s Degree plus four (4) years law enforcement experience, OR
      ii. Baccalaureate Degree plus six (6) years law enforcement experience, OR
      iii. 60 College units plus nine (9) years law enforcement experience, OR
I. Procedures:

A. To apply for a certificate to which an employee is qualified, he/she must submit a written request must be submitted to the Training Section. The applicable form will be returned for completion.

B. The following must be submitted with the applicable required form:
   1. For a Basic Certificate a copy of the Basic Academy Diploma is needed.
   2. For an Intermediate and Advanced Certificate submit:
      a. Copies of all prior POST certificates.
      b. College transcripts (grade reports are not acceptable).

C. Upon completion of the required form, attach all the required documents and send them to the Training Section. Training will submit the completed paperwork to POST.

II. Forms:

   Not Applicable

IV. Reference:

   Not Applicable
I. GENERAL:

In order to be eligible to collect the training pay hourly premium contained in the Collective Bargaining Agreement (CBA), the facility/unit must have the following steps in place:

1. An identified training need,

2. A lesson plan or outline, approved by the Facility Commander/Unit Manager. The trainer may use an existing approved lesson plan, or develop their own for approval.

3. A training instrument that documents the training given, date, and number of hours, signed by the trainee and the trainer.

4. Supervisory permission to give the training during the specified working hours.

5. Deputies of all ranks who train as a collateral duty as described herein shall be entitled to receive training pay for all hours spent actually training. Personnel whose primary assignment or primary detailed assignment for the period (i.e. personnel assigned to Training permanently or for specific classes, range instructors, etc.) are not eligible for the training premium.

II. DOCUMENTATION:

In order to be properly compensated for training hours, deputized staff shall complete a "record of training pay" list or overtime card. This list/card shall contain the following information:

a. Last name, First name, middle initial of the trainee
b. star number

c. date of training

d. rank

e. facility assignment

f. day of the week

g. name/star of trainer

h. time training began

i. time training ended

j. total training hours worked

k. where the training was conducted

l. type of training

The list/card will be signed by the trainee(s), with their star number. The supervisor who approves the training shall sign the "record of training pay" card/list, in the "authorized" signature space. The card/list shall then be reviewed by the Facility/Unit Manager and routed to Payroll.
POLICY: Peace Officers may use their business address, in lieu of their home address, when they are a witness in a court proceeding during the course of their duties.

PROCEDURE:

I. General

A. In the court case of People v. Wayne Leon Lewis, the court made reference to Penal Code Section 1328.5 which provides:

   "Whenever any Peace officer is a witness before any court or magistrate in any criminal action proceeding in connection with a matter regarding an event or transaction which he has perceived or investigated in the course of his duties, where his testimony would become a matter of public record, and where he is required to state the place of his residence, he need not state the place of his residence, but in lieu thereof, he may state his business address."

B. Further, the court goes on to note:

   "The legislature recognizes the potential danger to which law enforcement officers and their families could be exposed if the officers were required to disclose their home addresses during the course of testimony, making such information available to discontented defendants and their associates."

C. All sworn personnel should be aware of the provisions of Penal Code Section 1328.5 if they are called to testify in any criminal action or proceeding.
POLICY:
To promote a professional, objective demeanor on the part of employees in their dealings with prisoners.

PURPOSE:
To prevent employees from being compromised in their dealings with prisoners or giving the appearance of being so compromised. To prevent unfair advantage or false accusations in an employee’s dealing with prisoners.

PROCEDURE:
I. General
A. Employees and those employees of entities providing services to the Sheriff’s Department, shall not accept, engage in a transaction or pay any prisoner for performing any personal service.
   1. Some of these services include, but are not limited to the following:
      i. Washing and/or waxing personal automobiles
      ii. Shining Shoes
      iii. Drawing Portraits
      iv. Crafting any items, etc.
POLICY: San Francisco Sheriff's Department (SFSD) employees will not be placed in assignments in which they regularly provide immediate supervision to a relative. SFSD employees will not be placed in assignments in which they regularly receive immediate supervision from a relative.

PURPOSE: To prevent the preferential treatment of SFSD employees by relatives who are in a position to provide it; to prevent the perception of preferential treatment of SFSD employees by relatives and to reduce the perception of disparate treatment given to non-relatives and to prevent a relative from being in a position where other SFSD employees may perceive preferential treatment is given based solely on an outside, existing relationship.

I. General:
   A. Assignments
      1. Relatives will not be placed in assignments where one routinely provides immediate supervision to the other.
      2. Relatives may be allowed to work in the following limited assignments where one provides immediate supervision to the other:
         a. Holiday Watches;
         b. Overtime;
         c. Special Assignments by the direction of the Sheriff or Undersheriff that lasts for no more than 30 days and / or
         d. Emergency response situations.

II. Procedures:
    Not Applicable

III. Forms:
    Not Applicable

IV. Reference:
    Not Applicable
Use of As-needed Personnel

POLICY: At times, the Sheriff's Department employs personnel on an As-Needed basis.

PROCEDURE:

1. Guidelines
   
   A. As-Needed Personnel are employed in the following classifications:

      1. 7334 Stationary Engineer
      2. 8301 Property Keeper

   B. As-Needed Personnel shall meet the basic qualifications of their respective classification.

   C. As-needed Personnel shall not be employed for more than 72 hours within a 2-week pay period.

   D. All As-Needed Personnel must be selected from an approved list of authorized employees provided by the Personnel Manager.

      1. Property Keepers (8301) shall be scheduled to work as needed by the Chief Deputy of the Administrative and Courts Division, or by a subordinate of his/her choosing.

      2. Stationary Engineers (7334) shall be scheduled to work, as needed by the CJ #3 Building and Grounds Superintendent or, in his absence, the Senior Stationary Engineer.
E. As-Needed Personnel shall be paid the daily rate applicable for the class at the entrance step, unless otherwise provided by the annual salary ordinance.

F. As-Needed Personnel shall earn paid vacation based on the proportion of hours of regular scheduled work relative to a full time schedule (Section 21.03 Civil Service Rules). Regular scheduled work must be consistent throughout the year.

G. As-Needed Personnel shall earn sick pay based on the proportion of hours of regular scheduled work relative to a full time schedule.

H. As-Needed Personnel are entitled to one (1) Floating Holiday if they are consistently scheduled for three (3) days a week or more.
POLICY: Employees are permitted to work off-duty security employment in accordance with Section 70(e) and (d), PC Section 7522(b) and (f), Business and Professions Code, Section 1112 of the Labor Code, and the Rules and Regulations of the Sheriff's Department.

PROCEDURE:

I. General

A. A deputy who is engaged in, or employed in, casual or part-time employment as a private security guard or patrol officer by a private employer, while off-duty, may not identify himself/herself as a peace officer when making an arrest or otherwise performing the duties of a private security guard, except:

1. When wearing his/her department uniform, and
2. When authorized by the Sheriff.

B. Additionally, a battery on a peace officer employed as a private security guard or patrol officer by a private employer, while off-duty, cannot be punished as a battery on a peace officer unless:

1. The battery occurs when the peace officer is wearing his/her department uniform, and is authorized to do so by the Sheriff.

C. No deputized personnel will be employed by a private employer, as a security guard, at the site of an on-going strike, lockout, picketing, or other physical demonstration of a labor dispute.
POLICY: Retired deputy sheriffs may be allowed to seek reemployment after retirement in designated Sheriff's Department non-peace officer assignments. They are allowed to work no more than 960 hours per year.

PROCEDURE:
I. General Guidelines
   A. Retired deputy sheriffs may be hired on a part-time basis at the discretion of the Sheriff. If there is no longer a need for their services, they may be laid off from work at the direction of the Sheriff.
      1. Retired deputy sheriffs may be brought back at the rate of pay equal to the hourly rate of a top step 8304 deputy sheriff.
      2. Retired deputy sheriffs receive no additional benefits.
      3. Retired deputy sheriffs are not hired as peace officers, and they are not expected to function as peace officers or perform law enforcement duties.
      4. If a retired deputy sheriff is injured at work, he/she may be eligible for workers' compensation or 4850 pay, depending on the circumstances surrounding the injury.
   B. Retired deputy sheriffs who wish to work on a part-time basis must have retired in good standing with a service retirement.
   C. Retired deputy sheriffs shall be utilized in assignments that do not displace a full-time deputy sheriff. These posts shall include but are not limited to:
Retired Deputy Sheriffs

1. Background/clearances
2. Non-inmate contact clerical posts
3. Designated control rooms
4. Other assignments as directed

D. Retired deputy sheriffs are not allowed to work holiday watches, shall not count against the minimums at the unit they are assigned, and shall not be used to avoid the involuntary or voluntary use of overtime.

E. Retired deputy sheriffs are to wear civilian attire, with visible Sheriff’s identification. The facility/unit manager shall ensure that the attire meets the standards set in the Department’s Grooming and Dress policy (K-01).

F. Retired deputy sheriffs who have the Sheriff’s approval and have passed the Department’s firearms qualifications course may carry a departmentally authorized firearm in approved areas, on duty, in non-firearms restricted areas, if their job description does not preclude the carrying of a firearm.

G. Retired deputy sheriffs shall schedule their work assignments with the final approval of their facility/unit manager. Their hours shall reflect the normal hours of the facility/unit assignment, except where the facility/unit manager has approved a reduced hour or flex schedule.

H. Retired deputy sheriffs shall be subject to all the rules, regulations, policies, and procedures that govern the operations of the Sheriff’s Department.
PROCEEDURE:

I. Investigations

A. No personnel will investigate other personnel for on-duty misconduct, except:
   1. Supervisory personnel who may investigate their subordinates in the chain of command for misconduct pursuant to procedures.
   2. Departmental personnel investigating under the direction of the Internal Affairs section commander.

B. No personnel will investigate other personnel for off-duty misconduct, except:
   1. Departmental personnel investigating under the direction of the Internal Affairs section commander.

C. Personnel who become aware of any information, which indicates that other personnel may have violated a state or federal law, will have 24 hours within which to do one of the following:
   1. Send written notification directly to the Undersheriff.
   2. Notify Internal Affairs directly.

D. No personnel will arrest other personnel pursuant to a warrant, without the prior approval of the Undersheriff or the chief Deputy of the Administrative Division.

E. Personnel may arrest other personnel for on-view violations of state law.
Investigation of Employees

F. Supervisory personnel may investigate their subordinates for misconduct, but if the investigation is not completed and a written report submitted to the Undersheriff within 24 hours, they must obtain authorization from the Chief Deputy of the Administrative Division to continue the investigation.

1. The Chief Deputy of the Administrative Division may terminate the investigation or continue the investigation by one of the following:
   a. Authorize the supervisor to continue the investigation independently.
   b. Authorize the supervisor to continue the investigation under the direction of the Internal Affairs section commander.
   c. Assign the investigation to the Internal Affairs section for completion.

G. The Chief Deputy of the Administrative Division has primary authority over investigations of employees and may assign any personnel to assist in such investigations, under the direction of Internal Affairs section commander.
<table>
<thead>
<tr>
<th>CLASS A Dress Uniform</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trouser Belt</td>
</tr>
<tr>
<td>Hat with emblem (optional)</td>
</tr>
<tr>
<td>Jacket</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Name Plate</td>
</tr>
<tr>
<td>Necktie</td>
</tr>
<tr>
<td>Necktie Clip</td>
</tr>
<tr>
<td>Patches</td>
</tr>
<tr>
<td>Rank Insignia As applicable:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>insignia. The larger are for external coat wear, the smaller for shirt collar.</strong></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>Senior Deputy:</strong> 2 black/gold chevrons</td>
</tr>
<tr>
<td><strong>Sergeant:</strong> 3 black/gold chevrons</td>
</tr>
<tr>
<td><strong>Lieutenant:</strong> 1 gold bar</td>
</tr>
<tr>
<td><strong>Captain:</strong> 2 gold bars connected</td>
</tr>
<tr>
<td><strong>Chief Deputy:</strong> 2 gold stars connected</td>
</tr>
<tr>
<td><strong>Undersheriff:</strong> 3 gold stars connected</td>
</tr>
<tr>
<td><strong>Sheriff:</strong> 4 gold stars connected</td>
</tr>
</tbody>
</table>

**Seniority Stars (optional)**

One goldenrod cloth star, placed on the left sleeve of the jacket, 3/4" above the braid for every five years of service. The stars will wrap around the sleeve from seam to seam. A second row will be started after twenty-five years of service. The second row will begin centered above the first.

**Shirt**

Long sleeve tan / Lieutenants and above wear appropriate metal rank insignia on collar. Tan Shirts have SFSDS patch on each shoulder. 

*(Captains and above wear a uniform white shirt with epaulets, with appropriate metal rank insignia on collar. White shirts do not have the SFSDS patch or longevity stripes.)*

**Shoes or Boots**

Black leather, plain tops, no logos, and must be polished

**Socks**

Black

**Star**

Metal issue

**Trousers**

As issued - Captains and above wear 1/2" black stripe down the side seam of both trouser legs in both Class A and B uniforms. The stripe shall begin below the pocket.

**Class “A” Honor / Color Guard**

With the approval of the Sheriff, the Honor / Color Guard may wear such items as appropriate for ceremonial duty. These may include:

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>White gloves</td>
</tr>
<tr>
<td>Gold / black aiguillettes</td>
</tr>
<tr>
<td>Other items deemed appropriate</td>
</tr>
</tbody>
</table>
### Class “A” Chaplain

<table>
<thead>
<tr>
<th>SFSD chaplains are not peace officers, and are not allowed to carry firearms or other standard safety equipment. When representing the SFSD, they are allowed to wear the following uniform:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class “A” Eisenhower Jacket, green with patches and “Chaplain” rocker</td>
</tr>
<tr>
<td>Class “A” green trousers</td>
</tr>
<tr>
<td>White shirt with gold metal collar insignia of faith denomination and “Chaplain” rocker</td>
</tr>
<tr>
<td>Black tie</td>
</tr>
<tr>
<td>Black socks</td>
</tr>
<tr>
<td>Black polished leather shoes</td>
</tr>
<tr>
<td>Gold badge with “Chaplain” banner</td>
</tr>
<tr>
<td>Black basket weave belt</td>
</tr>
</tbody>
</table>
### San Francisco Sheriff's Department
Appendix B Class B Duty Uniform

<table>
<thead>
<tr>
<th>CLASS B DUTY UNIFORM</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trouser Belt</td>
<td>Black basket weave with plain brass buckle</td>
</tr>
<tr>
<td>Hat emblem (optional)</td>
<td>Black drill style with goldenrod tassel and yellow metal SFSD</td>
</tr>
<tr>
<td>Jacket</td>
<td>Nylon black &quot;Tuffy&quot; style foul weather jacket with department patches with cloth star and embroidered last name, 12mm block</td>
</tr>
<tr>
<td>Name Plate (Shirt)</td>
<td>Gold metal with black letters, all capitals with last name. (First name initial optional.)</td>
</tr>
<tr>
<td>Necktie (optional w/ long sleeve shirt only)</td>
<td>Black, four-in-hand for males or females. Black crisscross for females</td>
</tr>
<tr>
<td>Necktie Clip (optional)</td>
<td>Plain yellow metal or miniature department emblem only worn with four-in-hand necktie</td>
</tr>
<tr>
<td>Patches</td>
<td>One on each upper arm of jacket and tan shirt</td>
</tr>
<tr>
<td>Rank Insignia</td>
<td>As applicable (see Appendix A Class A)</td>
</tr>
<tr>
<td>Shirt</td>
<td>Long / short sleeve tan for all ranks</td>
</tr>
<tr>
<td>Longevity stripes (optional on long sleeve shirt only)</td>
<td>Black / gold stripes on left sleeve above the cuff, five years for each stripe</td>
</tr>
<tr>
<td>Shoes or Boots</td>
<td>Black leather, plain tops, no logos and must be polished</td>
</tr>
<tr>
<td>Socks</td>
<td>Black</td>
</tr>
<tr>
<td>T-shirt</td>
<td>Solid white in color</td>
</tr>
<tr>
<td>Star</td>
<td>Metal issue worn on outermost garment above left pocket</td>
</tr>
<tr>
<td>Trousers</td>
<td>As applicable (see Appendix A Class A)</td>
</tr>
<tr>
<td>Sweater</td>
<td>Black v-neck / long sleeved / ribbed / military style with epaulets. SFSD patches on each shoulder, star and name plate on exterior</td>
</tr>
</tbody>
</table>
## San Francisco Sheriff's Department
### Appendix C Class C Basic Duty Uniform

<table>
<thead>
<tr>
<th>CLASS C BASIC DUTY UNIFORM (BDU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belt</td>
</tr>
<tr>
<td>Cap (optional)</td>
</tr>
<tr>
<td>Jacket</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Longevity stripes (optional on long sleeve BDU only)</td>
</tr>
<tr>
<td>Dickey (optional)</td>
</tr>
<tr>
<td>Patches</td>
</tr>
<tr>
<td>Rank Insignia</td>
</tr>
<tr>
<td>Shoes or Boots</td>
</tr>
<tr>
<td>Socks</td>
</tr>
<tr>
<td>T-shirt</td>
</tr>
<tr>
<td>Star</td>
</tr>
<tr>
<td>Jumpsuit</td>
</tr>
<tr>
<td>Trousers</td>
</tr>
<tr>
<td>Shirt</td>
</tr>
</tbody>
</table>

Equipment worn with Class A, B, C shall conform to Schedule 1.
## San Francisco Sheriff's Department
### Appendix D Class D ESU Utility Uniform

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belt</td>
<td>Black basket weave with plain brass buckle or nylon black</td>
</tr>
<tr>
<td>Cap</td>
<td>Issued black visor style with reduced department emblem on crown.</td>
</tr>
<tr>
<td>Jacket</td>
<td>Nylon black &quot;TUFFY&quot; style foul weather jacket with department patches with cloth star and embroidered last name, 12mm block.</td>
</tr>
<tr>
<td>Name</td>
<td>Embroidered last name in gold letters, 12mm block, first name initial optional.</td>
</tr>
<tr>
<td>Specialty Patch</td>
<td>Emergency Services Unit personnel will have their specialty assignment embroidered in gold 1/2&quot; above their name. (i.e. ESU, SRT, etc...)</td>
</tr>
<tr>
<td>Dickey (optional)</td>
<td>Solid Black or with SFSD embroidery.</td>
</tr>
<tr>
<td>Patches</td>
<td>One on each upper arm</td>
</tr>
<tr>
<td>Boots (no shoes)</td>
<td>Black leather, plain tops of approved nylon</td>
</tr>
<tr>
<td>Socks</td>
<td>Black</td>
</tr>
<tr>
<td>T-shirt</td>
<td>Solid black in color</td>
</tr>
<tr>
<td>Cloth star</td>
<td>Cloth star sewn above left chest pocket</td>
</tr>
<tr>
<td>Two Piece BDU</td>
<td>Long sleeved, black issue (legs must be bloused)</td>
</tr>
<tr>
<td>Helmet</td>
<td>Issued black, military style, riot, with face shield</td>
</tr>
</tbody>
</table>

Equipment worn with Class D shall conform to Schedule 1.

**Additional Equipment worn with Class D uniform:**

ESU issued equipment with appropriate Bag and other equipment specified by operational order or the OIC.
## San Francisco Sheriff's Department
### Appendix E Class E SRT Utility Uniform

<table>
<thead>
<tr>
<th>CLASS E UTILITY – SPECIAL RESPONSE TEAM</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Belt</td>
<td>Approved black nylon</td>
</tr>
<tr>
<td>Cap</td>
<td>Black visor ball cap with subdued department patch or other as authorized by OIC</td>
</tr>
<tr>
<td>Jacket</td>
<td>Nylon black &quot;Tuffy&quot; style foul weather jacket with department patches</td>
</tr>
<tr>
<td>Name Patch / tape</td>
<td>Black embroidered subdued lettering</td>
</tr>
<tr>
<td>Specialty Patch</td>
<td>E.S.U. subdued / S.R.T. subdued / crossed rifles subdued</td>
</tr>
<tr>
<td>Dickey (optional)</td>
<td>Solid Black or with SFSD embroidery,</td>
</tr>
<tr>
<td>Patches</td>
<td>One on each upper arm subdued</td>
</tr>
<tr>
<td>Boots (no shoes)</td>
<td>Black leather, plain tops of approved nylon</td>
</tr>
<tr>
<td>Socks</td>
<td>Black</td>
</tr>
<tr>
<td>T-shirt</td>
<td>Solid black in color</td>
</tr>
<tr>
<td>Cloth star</td>
<td>Cloth star subdued, sewn above left chest pocket</td>
</tr>
<tr>
<td>Two Piece BDU</td>
<td>Long sleeved, black issue (legs must be bloused) The last name of the deputy will be embroidered/taped over the right hand rear pant pocket in subdued thread</td>
</tr>
<tr>
<td>Helmet</td>
<td>Issued black, military style, riot, with face shield or protective goggles.</td>
</tr>
<tr>
<td>Equipment worn with Class E uniform</td>
<td>Class E shall conform to Schedule 1.</td>
</tr>
</tbody>
</table>

Additional Equipment worn with Class E uniform:
- ESU issued equipment with appropriate bag and other equipment specified by operational order or the OIC including:
  - Nylon equipment belt with thigh holster, cuff case, and handcuffs
  - Vest, load carrying tactical, with or without identifying patches, as authorized by OIC
  - Radio with holder and earpiece (as assigned)
  - Kneepads, nomex gloves, and hood.
San Francisco Sheriff's Department
Appendix F Class F Required Safety Equipment

The below listed safety equipment is issued by the department to sworn staff that has successfully completed the Basic Academy:

<table>
<thead>
<tr>
<th>SCHEDULE 1: Uniformed Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ammunition</td>
</tr>
<tr>
<td>Utility Belt</td>
</tr>
<tr>
<td>Belt Keeper</td>
</tr>
<tr>
<td>Flashlight w/batteries</td>
</tr>
<tr>
<td>Flashlight Holder</td>
</tr>
<tr>
<td>Handgun</td>
</tr>
<tr>
<td>Handcuffs w/key</td>
</tr>
<tr>
<td>Handcuff case</td>
</tr>
<tr>
<td>Approved Handcuff Key</td>
</tr>
<tr>
<td>Holster</td>
</tr>
<tr>
<td>Chemical Agent Canister</td>
</tr>
<tr>
<td>Whistle</td>
</tr>
<tr>
<td>26&quot; Baton</td>
</tr>
<tr>
<td>ASP</td>
</tr>
<tr>
<td>Baton Holder</td>
</tr>
<tr>
<td>Radio</td>
</tr>
<tr>
<td>Radio Holder</td>
</tr>
<tr>
<td>Key Holder</td>
</tr>
<tr>
<td>Vest</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>Driver’s License</td>
</tr>
<tr>
<td>I.D. Card</td>
</tr>
<tr>
<td>Disaster Service Worker ID</td>
</tr>
<tr>
<td>Miranda Warning Card</td>
</tr>
<tr>
<td>Pen / Pencil and Notebook</td>
</tr>
<tr>
<td>Watch, CPR mask and disposable glove pouch</td>
</tr>
<tr>
<td>Additional safety equipment, which may be provided by the department:</td>
</tr>
</tbody>
</table>

**SCHEDULE II:**

<table>
<thead>
<tr>
<th>Disposable Gloves</th>
<th>Surgical type issued to each deputy upon request. For use in searches and for protection when handling blood or other body fluids.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rain Jacket</td>
<td>Per Contract</td>
</tr>
<tr>
<td>Rain Pants</td>
<td>Per Contract</td>
</tr>
<tr>
<td>Raid Jacket</td>
<td>Black nylon, departmental patches, with the “Sheriff” Patch centered on back. Worn only with the approval of the Division Commander.</td>
</tr>
<tr>
<td>Baton, Riot</td>
<td>36&quot; baton with black rubber grommet</td>
</tr>
<tr>
<td>Helmet, Riot</td>
<td>Issued Black, military style, riot, with face shield</td>
</tr>
<tr>
<td>Mask, Gas</td>
<td>as issued</td>
</tr>
<tr>
<td>Additional safety equipment that may be purchased:</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE III**

| Steel-Toed Boots             | May only be worn with the permission of the Facility Commander with any uniform. Must be plain black leather. |
| Knife                        | Pocketknife carried in closed sheath (see Knives policy)                                                       |
| Call Box Key                 |                                                        |
**San Francisco Sheriff's Department**  
Appendix G Recruit / Cadet / PSO

### RECRUIT UNIFORM

As Specified by Host Academy

### CADET/PSO UNIFORM

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacket</td>
<td>Black &quot;Tuffy&quot; style, with SFSD patch and &quot;CADET / PSO&quot; rocker</td>
</tr>
<tr>
<td>Shirt</td>
<td>Gray long-sleeve with SFSD patch and &quot;CADET / PSO&quot; rocker</td>
</tr>
<tr>
<td>Pants</td>
<td>Heather Gray</td>
</tr>
<tr>
<td>T-shirt</td>
<td>Solid white in color</td>
</tr>
<tr>
<td>Tie</td>
<td>Black, long, clip on four-in-hand</td>
</tr>
<tr>
<td>Trouser Belt</td>
<td>Black basket weave with plain brass buckle</td>
</tr>
<tr>
<td>Shoes or Boots</td>
<td>Black leather, plain tops, no logos and must be polished</td>
</tr>
<tr>
<td>Badge</td>
<td>Silver &quot;Cadet&quot; style badge</td>
</tr>
<tr>
<td>Name Plate (shirt)</td>
<td>Gold metal with black letters, all capitals with last name. (First name initial optional.)</td>
</tr>
</tbody>
</table>
POLICY: The San Francisco Sheriff's Department (SFSD) requires all on duty employees to dress and be groomed in a manner that presents a professional image while allowing them to complete their duties as efficiently as possible.

PURPOSE: To identify the SFSD uniform classes and specify the uniform and equipment items within each class.

I. General:
   A. Grooming Standards Male
      1. Hair
         a. Hair will be worn in a manner that reflects a professional image.
         b. Hair will be neat and clean.
         c. Hair will be blocked or tapered the collar.
         d. Hair worn on the forehead will not be lower than the eyebrows; however, hair will not be visible when wearing the SFSD hat or visor cap.
         e. Hair will not cover the earlobes nor extend below the front of the earlobes.
         f. Extreme hairstyles will not be worn (e.g. Mohawk style, pattern shaving, pattern streaking, etc.).
         g. Hair will not extend outward more than three inches from the scalp.
         h. Ornaments will not be worn in the hair.
            i. If hair dyes, tints or bleaches are used on the hair, the artificial color will be limited to a natural color (e.g. auburn, black, blonde, brown, etc.).
            j. A hairpiece may be worn if it conforms to the preceding standards for hair.
      2. Moustaches
         a. Moustaches are acceptable provided they are neatly trimmed and do not
Uniform Equipment and Grooming Standards

extend more than one half inch below the corners of the mouth or below the upper lip.

b. Moustaches with twisted ends will not be worn.

3. Sideburns
   a. Sideburns will be neatly trimmed and shall not exceed one inch in width, shall not extend below the bottom of the earlobes and shall end with a clean-shaven horizontal line.

4. Beards
   a. Beards are allowed, but not encouraged. Beards will be neatly trimmed and not extend outward more than one half inch from the sides of the face or the chin. Any facial hair worn cannot interfere with any respirator, mask or safety device that the employee may be required to wear in the course of their duties.

5. Fingernails
   a. Fingernails will be clean and neatly trimmed and will not extend more than one fourth inch from the tips of the fingers.
   b. Only clear nail polish may be worn.

6. Cosmetics
   a. Facial cosmetics that change the natural skin color of the face will not be worn.

B. Grooming Standards Female

1. Hair
   a. Hair will be worn in a manner that reflects a professional image.
   b. Hair will be neat and clean.
   c. Hair that extends more than three inches below the bottom of the collar will be neatly arranged and secured above the top of the collar by a clip or other fastener, when the employee is in uniform.
   d. Hair that is worn on the forehead will not be lower than the eyebrows; however, hair will not be visible when wearing the SFSD hat or visor cap.
   e. Hair will not extend outward more than three inches from the scalp.
   f. Extreme hairstyles will not be worn (e.g. Mohawk style, pattern shaving, pattern streaking, etc.).
   g. Ornaments other than plain clips or fasteners will not be worn on or in the hair when in uniform.
   h. If hair dyes, tints, or bleaches are used on the hair, the artificial color will be limited to a natural color (e.g. auburn, black, blonde, brown, etc.).
Uniform Equipment and Grooming Standards

1. A wig / hairpiece may be worn if it conforms to the preceding standards for hair.

2. Fingernails (natural and artificial)
   a. Fingernails will be clean and neatly trimmed and will not extend more than one fourth inch from the tips of the fingers.
   b. Only clear nail polish shall be worn in uniform.
   c. When in non-uniform assignments, extreme shades of nail polish such as fluorescent, neon, stripes, multicolor, charms, designs, will not be worn. Modest, single color polish is acceptable.

3. Cosmetics
   a. Facial cosmetics will be used in moderation and / or blended to match the natural skin color of the individual.

C. Non-Uniform Dress Standards Male

1. Male SFSD employees will be limited to wearing the following outer clothing:
   a. Business suit and dress shirt or
   b. Sport jacket, slacks, dress shirt and sweater or
   c. Sport jacket, slacks and dress shirt or
   d. Slacks, dress shirt and sweater or
   e. Slacks and dress shirt
   f. Shoes or boots that coordinate with the clothing. Heels will not exceed two inches in height. Sandals will not be worn. Athletic shoes must have the brand name and / or brand symbol obliterated.
   g. Neckties will be mandatory with any combination of the above items.
   h. When slacks have belt loops, a belt will be worn.
   i. SFSD approved polo shirts, worn with non-jean style pants (e.g. cotton, wool) are allowed when approved by the unit manager.

D. Non-Uniform Dress Standards Female

1. Female SFSD employees will be limited to wearing the following outer clothing:
   a. Skirt suit and blouse or
   b. Pant suit and blouse or
   c. Blazer, skirt, blouse and sweater or
   d. Blazer, skirt and blouse or
   e. Blazer, skirt and sweater or
   f. Blazer, slacks, blouse and sweater or
   g. Blazer, slacks and blouse or
Uniform Equipment and Grooming Standards

h. Blazer, slacks and sweater or
i. Skirt, blouse and sweater or
j. Skirt and blouse or
k. Skirt and sweater or
l. Slacks, blouse and sweater or
m. Slacks and blouse or
n. Slacks and sweater or
o. Dress and sweater or
p. Dress
q. Shoes or boots that coordinate with the clothing. Heels will not exceed two inches in height. Sandals will not be worn. Athletic shoes must have the brand name and / or brand symbol obliterated.
r. When slacks have belt loops, a belt will be worn.
s. SFSD approved polo shirts, worn with non-jean style pants (e.g. cotton, wool) are allowed with approval by the unit manager.

E. General Guidelines for all Employees

1. Employees will wear socks. Stockings or pantyhose will be worn by female employees when they are wearing skirts or dresses.
2. Employees may wear overcoats, rainwear, and scarves in conjunction with the outer non-uniform clothing.
3. Other than in jail assignments or during formal presentations, employees will not wear hats indoors.
4. Clothing will be color coordinated.
5. Facility / section / unit commanders and civilian managers may order, or authorize the wearing of alternative outer clothing for their employees, depending upon the employee’s work assignment.
6. The current approved polo shirts are black in color, and have the SFSD patch or a round SFSD logo embroidered in gold. The wearer’s unit is embroidered below the logo in gold lettering.

F. Uniform Guidelines

1. Sworn employees will possess and maintain the following uniforms in good condition:
   a. Class A uniform
   b. Class B uniform
   c. Class C uniform
   d. Class D uniform (ESU members only)
Uniform Equipment and Grooming Standards

c. Class E uniform (Special Response Team)
d. Schedule I, Required Safety Equipment

e. Schedule II, Other Required Items

2. Station Officers will possess and maintain the following uniform in good condition:
   a. Class B uniform
   b. Other issued items.


4. Sworn employees, Institutional Patrol Officers, Station Officers, and Cadets are responsible for the safekeeping and authorized use of uniforms and safety equipment.
   a. They will not loan or supply an individual with any part of their uniform or any piece of safety equipment or SFSD I.D. card without the written authorization of their staff supervisor.
   b. SFSD owned firearms will not be repaired or altered except as authorized by the SFSD’s Range master. The SFSD firearm will always be kept clean, safe and operational.
   c. In the event of theft or loss of any part of the uniform, any piece of safety equipment or a SFSD I.D. card, the employee will:
      i. Make a verbal report to his / her supervisor within 48 hours, describing the circumstances of the loss or theft.
      ii. Write and submit an incident report to his / her supervisor within 48 hours, describing the circumstances of the loss or theft. (If the employee is a supervisor, the employee will write and submit an incident report to their immediate supervisor within forty-eight hours).

5. SFSD uniforms shall be worn to conform exactly to an appropriate class as specified in the SFSD Uniform Guide.
   a. The employee is responsible to properly maintain his / her uniform(s).
   b. The employee is responsible to have the necessary class of uniform available to fulfill any post assignment.
   c. Uniforms will be clean and pressed.
   d. Uniforms will not be modified in design or style.
      i. Class C BDU sleeves may be professionally shortened, or rolled up in a military roll two inches above the elbow.
      ii. Class A / B Shirts may be altered by adding a zipper that is hidden underneath the buttons.
iii. Class C Uniform shirts will be altered maternity style and worn with plain black pants when the pregnant staff person is detailed to a uniformed assignment as determined by the Division Commander. This expense shall be incurred by the employee.

c. Uniforms that are faded, torn or poorly repaired will not be worn.

f. Uniforms that fit excessively tight or excessively loose will not be worn.

g. Uniform pant hems will be parallel to the bottom of the anklebone.

i. Visible undergarments that extend below the pant hem will not be worn.

h. Uniform jackets, long sleeve shirts and utility suits will have sleeve hems parallel to the bottom of the wrist bone.

i. Undergarments that extend below the sleeve hem will not be worn.

i. Shoes and boots will be polished.

j. Shoe and boot heels will not exceed two inches in height.

i. High heel shoes or high heel boots will not be worn.

ii. Athletic shoes are acceptable if brand name / symbol is obliterated.

k. Leather items will be clean, polished, dyed and in good condition.

l. Metal items will be clean and polished.

m. Nameplates will be gold in color with the last name in black capital block letters. First name initial is optional.

i. Name plates will be worn 1/8 inch above the center of the right pocket flap of the uniform shirt and Class A jacket.

n. Embroidered gold letters, 12 mm block, will be worn on the Black Tuffy Jacket, Class C and D BDU and subdued letters on the Class E BDU.

o. In the case of inclement weather, combinations of the following may be worn:

i. A black wool / cotton / fleece watch cap, with no logo. (outside only)

ii. Rain pants and jacket. (black)

iii. Black rain boots.

p. Items that are not listed in the Uniform Guide will not be worn.

q. When disposing of old / worn uniform items, SFSD patches will be removed prior to disposal.
II. Procedures:

A. Uniform Duty Requirements

1. Regardless of assignment, sworn employee at the rank of Captain and above may wear non-uniform clothing in accordance with the SFSD’s Dress Standards.

2. Uniform of the Day.
   a. Each Division Commander and civilian manager will publish the appropriate uniform of the day by assignments at their work unit.
   b. All staff will conform to the appropriate uniform of the day.

3. Removal of uniform jackets and neckties
   a. Staff supervisors may authorize the removal of uniform jackets and/or neckties for personnel assigned to their respective section, unit or watch. Neckties will not be removed when Class A uniform jacket is worn.

4. Safety Equipment
   a. Leather Gloves
      i. Must be black in color with no external designs and no metal of any kind.
   b. Rubber / Synthetic Gloves
      i. Must be a solid color with no external design.
      ii. May be worn when handling prisoner’s linens, bedding, and when cleaning up areas in the jail and when conducting a search of individuals or jail areas.
   c. Disposable gloves (surgical type):
      i. Should be worn whenever contact with blood or other body fluids are anticipated and when conducting searches of individuals or jail areas;
      ii. Should be worn under leather gloves or heavy-duty rubber gloves for added protection and/or
      iii. May be worn whenever deemed necessary.

5. Inspections of personnel, their clothing, uniform and equipment:
   a. Will be the means used to assure compliance with the SFSD grooming and dress standards;
   b. Will be conducted informally each shift at all job sites. Supervisors will look at each employee’s uniform during muster or in the course of the shift to insure that it complies with these guidelines. Correctional action will be taken immediately if they do not;
   c. Will be conducted formally at least twice per year;
Uniform Equipment and Grooming Standards

d. May be conducted on an individual basis or in a group formation;
e. Whenever a formal uniform inspection is ordered by the employee’s facility / section / unit commander or civilian manager, the commander or manager will:
   i. Specify the class of uniform being inspected.
   ii. Specify the safety equipment being inspected.
   iii. Give sworn employees notice and a date by when uniform discrepancies will be corrected.
   iv. Maintain a written record of uniform inspection results.

6. Official Functions
   a. Sworn employees, Institutional Patrol Officers, Station Officers, and Cadets, will not represent the SFSD at official functions unless authorized by the Sheriff.
   b. Employees representing the SFSD at authorized official functions will wear a full Class A uniform.

B. Unauthorized Wearing of Uniform
   1. Sworn employees, Institutional Patrol Officers, Station Officers, and Cadets will not wear the SFSD uniform or any part thereof in any of the following situations:
      a. During or in connection with the furtherance of private employment or commercial interest unless authorized by the Sheriff.
      b. Under any set of circumstances, which would bring discredit to the SFSD.
      c. When participating in activities such as public speeches, interviews, picket lines, marches, rallies, or any public demonstration(s) unless authorized by the Sheriff.
      d. When off-duty.
         i. Under no circumstance will a member of the SFSD (whether a sworn employee, Institutional Patrol Officer, Station Officer, or Cadet) wear a uniform when not officially on-duty unless authorized by the Sheriff. Employees who are off-duty and wear a uniform to and from work will wear a cover that conceals SFSD star / patches.

C. SFSD Emblem, I.D. Card, Patch, Star, or Badge
   1. Sworn employees, Institutional Patrol Officers, Station Officers, Cadets, or civilian employees will not display any SFSD emblem, I.D. card, patch, star, or badge when off-duty and / or when traveling to their duty locations, to begin their tour of duty, or from their duty location to end their tour of duty, or when away from their assigned facility / section / unit, except under the following circumstances:
Uniform Equipment and Grooming Standards

a. When identifying themselves for the purpose of using public transportation (sworn employees only);

b. When asked to identify themselves;

c. When acting in the capacity of a Peace Officer (sworn employees only);

d. When identifying themselves for the purpose of performing their job duties and / or

e. When authorized by the Sheriff.

D. Accessories

1. Eyeglasses

a. Employees wearing eyeglasses will wear eyeglass frames that reflect a professional image.

b. Eyeglass lenses will be clear or lightly tinted.

c. Sunglasses will not be worn inside unless authorized for medical reasons, with a doctor’s note on file requesting the temporary accommodation. Any request for an extended period (more than 60 calendar days) will require additional paperwork in compliance with the City and County of San Francisco (CCSF) regulations.

2. Jewelry

a. The SFSD will not be responsible for the loss of or damage to any jewelry.

b. Employees will be limited to wearing the following jewelry:

i. One watch.

ii. Two rings per hand worn on the finger(s).

iii. Two bracelets and two necklaces when wearing non-uniform clothing. (Shall be concealed under the clothing when in uniform i.e. t-shirt, sleeve)

iv. While wearing the uniform, the following earrings are allowed but not encouraged:

   • Two earrings per ear, which will not exceed one half inch in diameter, extend more than one half inch below the bottom of the earlobe(s), or extend outward more than one fourth inch from the ear(s).

v. While in civilian dress, two earrings per ear that will not exceed one and one half inches in diameter, hang lower than one and one half inches below the bottom of the earlobe(s) or extend outward more than three fourths of an inch from the ear(s) when on duty in non-uniform clothing.

vi. Earrings will only be worn in the lobe of the ear. Earrings shall not be worn in the upper ear.
Uniform Equipment and Grooming Standards

vii. Visible body piercing of any type, including the nose and tongue, are not allowed.

viii. Sworn employees assigned to any CORE course or the Basic Academy are not allowed to wear earrings on duty. Personal jewelry is limited to a wristwatch and one ring (a wedding set worn on one finger will be considered one ring).

ix. SFSD employees assigned to defensive tactics training may be directed by the instructor to remove any jewelry that may cause any injury to themselves or others.

x. Visible tattoos or scarification is not allowed and must be concealed when in uniform (an exception would be tattoos on the hand, as long as those tattoos are not obscene, gang related or have the ability to incite).

E. Policy Exceptions

1. Any exceptions to the uniform standards to accommodate a temporary or permanent disability or condition must be supported by the following: a written request by the employee to the Undersheriff, seeking the accommodation, a written statement by a licensed physician that clearly identifies the need associated with the requested accommodation, a specific recommendation concerning the particular type of equipment that will accommodate the employee, and the duration of the accommodation. The SFSD does not obligate itself to purchase equipment or services to facilitate an approved accommodation requested by the employee.

F. Ribbons & Pins

1. SFSD Issue Ribbon(s) – worn centered above left pocket, 1/8 inch above the pocket flap of the uniform, directly below badge, on appropriate ribbon holder. Ribbons are worn on Class A jackets only. The following ribbons are approved for wear, in the below order of precedence:
   a. Gold Medal of Valor
   b. Silver Medal of Valor
   c. Bronze Medal of Valor
   d. Courageous Service
   e. Lifesaving
   f. Outstanding Service
   g. Merit
   h. Disaster
   i. Event

   i. Multiple ribbons will be worn on the appropriate holders. Holders come in one, two, and three ribbon sizes. They are available at no cost from the Awards Committee Chair.
ii. When multiple ribbons are worn, the highest ribbon in the order of precedence as outlined above will always be worn in the middle. The next highest will be worn on the right side of the holder. (e.g. when the officer has a Silver Medal of Valor and Ribbon, the SMV is worn on the left side of the bar, the DR on the right. If the officer has a Gold Medal of Valor, an Outstanding Service ribbon, and Disaster ribbon, the GMV is worn in the center, the OS ribbon is worn on the right, and the DR is worn on the left, on a 3-ribbon bar)

2. Pins
   a. C.N.T. pin - Crisis Negotiation Team
   b. S.R.T. pin - Special Response Team
   c. J.T.O. pin - Jail Training Officer
   d. C.T.O. pin - Court Training Officer
   e. F.T.O. pin - Field Training Officer
   f. K-9 pin - Canine Officer
   g. E.S.U pin - Emergency Services Unit
   h. Forward observer crossed rifles (awarded to qualified forward observers)
      i. Worn on the right-hand side of the uniform shirt / jacket, centered one half inch above the nameplate

3. Department Specialty Pins
      i. Worn centered on the right-hand shirt/jacket pocket flap
   b. American Flag Pins (1/4")
      i. The issued flag shall be worn centered on the left-hand shirt / jacket pocket flag.

4. No other pins are to be worn on the uniform without the express permission of the sheriff. Multiple pins are not to be worn or “stacked”. If the officer is both ESU and a JTO, they must decide which pin to wear. Only one pin will be worn in each designated location.

III. Forms:
Not Applicable

IV. Reference:
   Appendix A Class A Dress uniform
   Appendix B Class B Duty uniform
Uniform Equipment and Grooming Standards

Appendix C Class C Basic Duty Uniform
Appendix D Class D ESU Utility Uniform
Appendix E Class E SRT Utility Uniform
Appendix F Required Safety Equipment
Appendix G Recruit / Cadet / PSO Uniform
Conflict of Interest

Policy: Government Code Section 10.90 prohibits city officers or city employees from making financial purchases using their official capacity as their means.

HISTORY: In 1986 prior to a Sheriff's auction, a California Sheriff arranged to purchase an item using a third party to bid for him. The third party submitted the highest bid, obtained the item, and promptly resold it to the Sheriff after the auction, at bid price.

This purchase violated the law regarding Conflict of Interest pursuant to Government Code Section 10.90.

PROCEDURE:

I. General

A. Government Code Section 10.90 states in part: "Members of the Legislature, State, County, District, Judicial District, and City officers or City employees shall not be financially interested in any contract made by them in their official capacity or by anybody or board of which they are members. Nor shall the members of the Legislature, State, County, District, Judicial District and City officers or City employees be purchasers at any sale, purchase made by them in their official capacity".

B. It is unlawful for public officials or employees to purchase at any sale in which they officially participate.

C. It is both unethical and illegal to use your official position, title, or authority as a Sheriff's Department employee for the purpose of any personal or economic gain.
Conflicts of Interest

D. It is illegal to use your status as a Sheriff's Department employee to gain access and use confidential information for purposes other than Sheriff's Department business. Examples include, but are not limited to the following:

1) Purchase of merchandise at lower cost because of your Sheriff's Department status. This does not include those businesses which offer discounts to a stated employee group or profession.

2) Providing confidential information obtained through your employment to private parties.

3) Obtaining confidential information for any personal reasons.

E. The misuse of your title is a felony.

F. Violators may be fined up to $1,000 or sent to State Prison.
POLICY: The San Francisco Sheriff's Department (SFSD) does not allow the use of any tobacco products or vaporizers in any SFSD facility, campus, office or vehicle.

PURPOSE: To maintain a safe, clean, healthy environment for all employees, contract service providers, visitors and inmates.

I. General:
   A. An employee may use tobacco products or electronic vaporizers on his / her duty free time outside of facilities or offices under the jurisdiction of the SFSD. Smoking is not permitted in city offices, vehicles or facilities, or within 20 feet of entrances, exits or windows of public buildings.
   B. No employee shall use tobacco products or vaporizers in public while wearing an uncovered SFSD uniform or displaying SFSD identification.

II. Procedures:
   Not Applicable

III. Forms:
   Not Applicable

IV. Reference:
   Employee Handbook, City and County of San Francisco
POLICY: The San Francisco Sheriff’s Department (SFSD) should compensate employees who work on hours during which daylight savings begins and ends.

PURPOSE: To convert Labor Agreement 25 Daylight Compensation Savings to a policy.

I. General:
   A. SFSD employees assigned to work the hours when daylight savings time begins in the spring will be paid for their full shift hours when they:
      1. either use one hour of earned time to make up for the last hour of their regularly assigned shift or
      2. remain on duty for an extra hour to work their full regularly assigned shift.
      3. Any SFSD employee that does not use an hour of earned time or does not remain on duty until to the end of the regularly assigned shift will be paid for only those hours they worked.
   B. SFSD employees assigned to work the hours when daylight savings time ends in the fall will be compensated with paid overtime for the extra hour worked during this shift.
   C. Anytime regularly scheduled employees use sick leave or earned time off for a shift that occurs on a daylight savings time shift will be charged the total hours of their assigned, non-daylight savings time, shift.

II. Procedures:
    Not Applicable

III. Forms:
    Not Applicable

IV. References:
    Labor Agreement 25
POLICY:  It is the policy of the San Francisco Sheriff's Department (SFSD) an employee assigned to a 24-hour facility / section / unit who is unable to report to duty for his / her assigned work shift, due to illness or injury or the illness of an immediate family member, shall call his / her assigned facility / section / unit at least one hour prior to his / her reporting time.

PURPOSE: To convert Labor Agreement 40 Alternative Shift Call In Time to a policy.

I. General:
   Not Applicable

II. Procedures:
   A. When an employee is assigned to an alternative shift at a location where the shifts are the standard 2300-0700, 0700-1500, and 1500-2300 hours:
      1. The employee will be carried on the standard shift that has the majority of the employee’s alternate shift hours.
      2. If the employee’s alternate shift hours are equally split between two standard shifts, then the division commander will determine which standard shift the employee will be carried for the purpose of time off slots, vacation scheduling, realignment, etc.
   B. Due to the requirement to provide minimum staffing on all assigned shifts,
      1. the employee working the alternate shift shall be required to call in 1 hour prior to the starting time of the standard shift or
      2. To the starting time of the alternate shift hours, whichever is the earliest starting time period.
         a. i.e. If the employee’s scheduled working hours are 1900-0300 hours and the employee is carried on swing shift, the employee is required to call in by 1400 hours.

III. Forms:
   Not Applicable

IV. References:
   Labor Agreement 40
POLICY AND PROCEDURE

Chapter: 03 Payroll and Personnel
Title: Work Pay Stabilization for 12 Hour Shifts

POLICY: The San Francisco Sheriff's Department (SFSD) offers employees alternative work schedules at specific facilities / sections / units.

PURPOSE: To convert Labor Agreement 33 Work Pay Stabilization for 12-hour Shift to a policy.

I. General:
   A. SFSD employees regularly assigned to work a 12 hour shift shall be compensated for 84 scheduled work hours in a pay period. The 81st through the 84th hours are compensated in straight time, either in compensatory time or pay.

II. Procedures:
   A. Any time off taken from the 84 scheduled work hours shall be ascribed to the appropriate pay category (i.e. sick leave with pay, vacation, compensatory time, days-in-lieu, floating holidays, etc.). 4 non-paid (NP) will not be used to offset or be used in conjunction with any personal time off categories taken during the pay period.
   B. The employee's payroll attendance will reflect the actual hours of work and the actual hours of personal time off that occurred during the workday / work schedule.
   C. The only exception applies to an employee who does not work a legal holiday that would fall on his / her regular workday. In this case, the employee may choose either 4 hours no pay or use 4 hours from one of the following accrued pay categories (vacation, compensatory time, days-in-lieu, or floating holidays).
      1. If two holidays occur in the same pay period, the employee may elect 4 hours of no pay for each of the holidays.

III. Forms:
   Not Applicable

IV. References:
   Labor Agreement 33
POLICY:
The Department has an obligation to ensure that all employees authorized by the Sheriff to carry a firearm maintain a basic level of proficiency with their authorized and issued firearms.

PURPOSE:
To provide the basic firearms qualification requirements, the process for re-qualification, when necessary, and the restrictions to be imposed when authorized employees fail to meet minimum firearm qualification standards.

PROCEDURE

I. General

A. The Range Master is responsible for overseeing range activity, developing firearm courses that are relevant to the Department’s mission, and setting pass/fail standards for the course.

B. The Training Unit shall provide the sections/units with the available dates for qualification, re-qualification, open range and any change of range dates.

1. Supervisors shall schedule all authorized employees, excluding modified duty/restricted duty.

   a. A modified duty/restricted duty employee shall be scheduled for a qualification date upon return to full duty if he/she has not qualified during the current training cycle.

   b. A sworn employee on approved leave or disability leave in excess of 180 days is required to qualify within 28 calendar days of return to full duty.

C. The initial annual firearms qualification will be scheduled during duty time, if feasible. If not, the authorized employee will be compensated on overtime.
Firearms

1. If the employee failed to qualify on the initial firearm qualification date, the employee will be detailed for the second qualification attempt. The employee shall not be compensated on overtime for the second qualification. If necessary, days off and/or shift will be adjusted to detail the employee to the second qualification.

2. The employee will not be compensated with either duty time or overtime for the third qualification attempt. If necessary, RDO’s/shift will be adjusted so that the employee will attend on his/her off duty time.

D. The Range Master or his/her designee will notify the employee’s section/unit if an employee fails to qualify.

1. An employee’s Failed Firearms Qualification – Second Attempt form shall be submitted to the section/unit commander upon the second qualification failure.

2. The form will also be sent to the appropriate Division Commander and the Training Unit Commander.

E. Each scheduled range session counts as one qualification attempt.

F. The Range Master or his/her designee determines when the course is fired for official scoring.

G. If an authorized employee fails to report for any scheduled firearms qualification date, the failure to report is considered as absent without leave.

1. If an employee calls in sick the employee is subject to the sick leave policy.

II. Failure to Qualify

A. Initial failure to qualify.

1. If an authorized employee fails to qualify, the employee will be scheduled for the second firearms qualification no sooner than 14 calendar days and no later than 21 calendar days of the original failure date unless the employee has approved time off. The employee will be re-scheduled within 14 calendar days for the second qualification upon return from his/her time off.

i. Additional time off request will not be permitted if the requested time off conflicts with the scheduled and notified firearms qualification date(s).

2. The range staff will immediately notify the employee’s supervisor.

3. The employee’s supervisor will arrange a second qualification date with the range staff.

B. Failure to pass the second firearms qualification.
1. The employee will be scheduled for a third qualification no sooner than 14 calendar days, and no later than 21 calendar days of the second failure date.
2. The range staff will immediately notify the employee’s supervisor of the failure to qualify and surrender of the firearm.
3. After the second failure to qualify the following restrictions shall be imposed:
   a. The employee shall surrender his/her department approved firearm to the range staff prior to leaving the firing range.
   b. An employee assigned to the Emergency Services Unit (ESU) and/or Honor Guard Unit will be suspended from the ESU and/or Honor Guard Unit.
   c. An employee assigned to a satellite unit shall be detailed to the Custody Division, and the employee shall be restricted to non-armed posts.
   d. The employee will be required to get a new department identification card, within 14 calendar days from the second failure date, reflecting that the authority to carry a firearm, on or off duty, is suspended.
   e. Time off request(s) will not be permitted if the requested time off conflicts with the scheduled and notified firearms qualification date.
   f. All firearms qualification attempts and additional training, after the second failure, will be on the employee’s own personal time.
4. The employee will be provided with the Failed Firearms Qualification - Second Attempt form.
   a. The range instructor will provide comments and check off the perceived reason(s) for the employee’s failure to qualify on the form.
5. The range staff will keep the employee’s firearm for use by the employee for practice and future firearms qualification.

C. Continued Failure to Qualify
1. It is the employee’s responsibility to contact the range staff to acquire additional training on his/her off-duty time.
2. If the employee fails the third qualification, the range staff will immediately notify the section/unit supervisor of the employee’s third qualification failure.
3. The section/unit commander will notify the division commander of the employee’s third qualification failure.
   a. The division commander will submit a request for discipline, up to and including termination for an employee failing the third qualification.
4. Upon successful firearms qualification the employee shall have all restrictions lifted.
San Francisco Sheriff's Department
Training Division
Failed Firearms Qualification - Second Attempt

Name: ___________________________ Star: ___________________________ Date: ___________________________

Section/Unit: ___________________________ Shift/Watch: ___________________________

Your failure to qualify with your on duty department-approved firearm during this second firearms qualification attempt has necessitated the following restrictions:

1. You shall surrender your on duty department approved firearm to the range staff prior to leaving the firing range.
2. You will be required to get a new department identification card, within 14 calendar days from the second failure date, reflecting that the authority to carry a firearm, on or off duty, is suspended.
3. If you are assigned to an Emergency Services Unit (ESU) and/or to the Honor Guard Unit, you will be suspended from the ESU and Honor Guard Unit until you qualify.
4. If you are assigned to a satellite unit you shall be detailed to the Custody Division, and you shall be restricted to non-armed posts.
5. Time off request will not be permitted if the requested time off conflicts with the scheduled and notified firearms qualification date.
6. All firearms qualification attempts and additional training after the second failure will be on your own personal time.

You will be rescheduled for your third firearms qualification no sooner than 14 calendar days, and no later than 21 calendar days of the second failure date. You may arrange an earlier qualification attempt, on your own personal time with the range staff.

If you fail the third firearms qualification attempt, the division commander will submit a request for discipline, up to and including termination.

****************************************************************************

The range staff has observed and identified the following firearm attributes that contributed to your failure to qualify. It is recommended that you schedule and arrange with the range staff to practice and receive proper instruction in order to successfully qualify with your firearm.

☐ Slow Mechanics ☐ Draw ☐ Not Using Sight/Vision Issues ☐ Inconsistent Trigger Work
☐ Inconsistent Grip ☐ Comments: ___________________________

________________________________________________________________________

Employee Utilized Open Range Days ☐ Yes ☐ No

Range Instructor: ___________________________ Date: ___________________________

Signature Star #: ___________________________

Employee: ___________________________ Date: ___________________________

Signature Star #: ___________________________

Copy to: Section Commander Range Master Personnel Unit Employee's File
POLICY

The San Francisco Sheriff's Department recognizes that the delivery of municipal services in the most efficient, effective and courteous manner is the paramount objective of its sworn employees. Such objective is recognized to be a mutual obligation of the Sheriff and employees regardless of their respective roles and responsibilities.

The Sheriff reserves the right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedure may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with the applicable Civil Service provisions and rules and regulations of the Civil Service Commission.

PURPOSE

To promote and provide for harmonious relations, cooperation and understanding between the Sheriff and the sworn employees; to provide an orderly and equitable means of resolving conflicts which may occur between the Sheriff and sworn employees regarding terms and conditions of employment over which the Sheriff has jurisdiction.
SCOPE

This policy applies to all sworn employees of the San Francisco Sheriff's Department (S.F.S.D.). The Sheriff shall notify the Deputy Sheriff's Association (D.S.A.) in advance of any implementation of proposed changes in working conditions contained in this Policy and Procedure section. Upon the request of the D.S.A., the Sheriff agrees to meet and confer prior to the implementation of any proposed change. In cases of emergency, action may initially be taken on working conditions without meeting the above conditions. In such instances, the Sheriff agrees to meet and confer as soon as possible.

This policy and Procedure section shall prevail over conflicting provisions of orders, directives, rules or regulations over which the Sheriff has jurisdiction.

A. PROCEDURE

INDEX OF REGULATIONS

I. Equal Opportunity
II. Work Schedule
III. Overtime
IV. Assignments and Transfer
V. Seniority
VI. Safety
VII. Safety Committee
VIII. Training Committee
IX. Entry And Promotional Qualifications
X. Discipline
XI. Representation
XII. Grievance Procedure
XIII. Miscellaneous Provisions
XIV. Vacation
XV. Vacation Slots
XVI. Holidays
XVII. Holiday Sign Up
B. REGULATIONS

I. EQUAL OPPORTUNITY

In accordance with city policy, the Department shall not discriminate against any employee because of his/her race, color, sex, age, national origin, sexual orientation, religion, rank, political opinion or affiliation, or union activities.

II. WORK SCHEDULE

The workweek is five (5) consecutive days.

The workday of all bargaining unit employees assigned to detention facilities (County Jail #1, County Jail #2, County Jail #3, County Jail #7, SFCH-Ward 7B, County Jail #8, County Jail #9, SNAP/Work Furlough) is a tour of duty of eight (8) hours completed within not more than eight and one-quarter (8-1/4) consecutive hours. The eight and one-quarter (8-1/4) hours shall include thirty (30) minutes, at approximately the mid-point of the shift, paid on-duty meal break, and a fifteen (15) minute duty-free unpaid break scheduled at a time during the shift by mutual agreement.

The workday of all other bargaining unit employees is a tour of duty of eight (8) hours completed within not more than nine (9) consecutive hours. The nine (9) hours shall include a one-hour duty-free unpaid meal break at approximately the mid-point of the shift scheduled by mutual agreement.

III. OVERTIME

A. All employees shall work overtime when ordered by the Sheriff.

B. The Sheriff may require employees to work on overtime longer than the normal workday or workweek.

C. All voluntary overtime assignments except pursuant to section "E" shall first be offered to qualified volunteers by seniority by watch, then by facility, then by Division, and then Department-wide. OT assignments for replacement of employees in training shall be offered to volunteers from the watch and facility from which the Deputy in training is assigned.

D. When a Watch Commander or appropriate supervisor becomes aware that the subsequent watch will be below minimum staffing level, he/she shall contact Jail #1 and Jail #1 shall contact Jail #2, then Jail #3, then Jail #7, Jail #8, Jail #9 only, and in that order, to ascertain if they will be above minimum staffing level. If so, the facility contacted above minimum staffing level may be required to assign a deputy to the facility which will be below minimum staffing level. The assignment shall be made to volunteers in order of seniority, or, if there are no volunteers, to the least senior on a rotating basis from the lower-half of the seniority list at that facility on that watch.
III. Overtime (cont'd)

1. If there are no assignments per C. above, he/she shall request volunteers in the appropriate classification in order of seniority from the off-going watch at the facility which will be below minimum staffing level.

2. If there are no volunteers per C.1. above, he/she will notify other facilities and ask them to request volunteers in the appropriate classification in order of seniority from the off-going watch at their facility.

3. The voluntary Overtime List shall be updated quarterly by January 15, April 15, June 15, and September 15th of each year. Deputies shall be notified prior to the above listed dates that they may add or remove their names from the list. The list shall provide a listing of all shifts and facilities and allow for the recording of each Deputy's seniority.

a. If there are still no volunteers per C.3. above, then the overtime shall be assigned on an involuntary basis rotating through [starting with the least senior] the facility Involuntary Overtime Lists which shall be maintained by each Facility (Facility = C1/A; C2/Hospital/Work Furlough/SWAP; C3/5/C4/7; C5/5/C7/9) and which shall be accessible to the Union. (Involuntary Overtime assignments shall be limited to each facility as defined above.)

b. The Involuntary Overtime Lists shall be made up of bargaining unit employees by classification in reverse order of seniority who are in the lower-half of the seniority list from all off-going watches at County Jails #1, #2, #3, #7, #8, #9, SFON, Work Furlough ...

c. The Involuntary Overtime Lists shall be updated as bargaining unit employees change classification or assignment (watch and facility), leave or enter the facility, move to the upper or lower-half of the seniority list, and are required to involuntarily work overtime. When a Deputy is required to work at least four (4) cumulative hours of involuntary overtime the Deputy will be rotated to the bottom of the Involuntary Overtime List and will not be required to work overtime until his/her name comes to the top of the list again.

d. A Watch Commander or appropriate supervisor may excuse a bargaining unit employee from involuntary overtime for compelling reasons. In instances where a bargaining unit employee has been excused from involuntary overtime for a compelling reason, the reason will be noted, and the bargaining unit employee will remain in position on the Involuntary Overtime Lists, and the Watch Commander or appropriate supervisor will make the involuntary overtime assignment to the next person on the list.
III. Overtime (cont'd)

e. No bargaining unit employee shall be assigned to involuntary overtime while on vacation or leave.

f. When overtime has been assigned from the Involuntary Overtime Lists and the bargaining unit employee to whom it has been assigned is not at the facility whose next watch will be below minimum, the Watch Commander at the below-minimum facility will call the facility from which the bargaining unit employee assigned Involuntary Overtime will be assigned and request that facility to send the employee to the facility which will be below minimum in enough time to get there before the start of next watch when possible.

If the bargaining unit employee will not arrive before the start of the next watch, the Watch Commander or appropriate supervisor at the facility which will be below minimum may offer, in order of seniority in the appropriate classification, overtime until the relief arrives. If there are no volunteers, overtime until the relief arrives may be involuntarily assigned in reverse seniority in the appropriate classification from the off-going watch.

g. Male and female deputies may be assigned to any facility, however, there must be at least one female deputy at each facility (excluding Work Furlough) and the procedures above may be amended to the degree necessary to ensure one female deputy at each facility (excluding Work Furlough).

h. Exceptions to the above procedures:

1) When a Bailiff's court or assignment goes beyond his/her normal work hours, he/she will be first offered the opportunity to work the necessary overtime. If no other Bailiff or Deputy volunteers to work the overtime, that Bailiff may be required to work the overtime.

2) Bargaining unit employees on detail outside their normal facility assignment; i.e., having transported an inmate to the SF General Hospital for treatment, having transported an inmate to Napa or some other correctional facility outside the jurisdiction of the S.F. Sheriff's Department, and for whom relief is not readily available, will be required to work the necessary overtime on that assignment.

3) Emergency situations which do not allow for relief such as jail disturbances or riots.
III. Overtime (cont'd)

E. Employees may elect to take compensation for overtime in pay at the overtime rate (1 1/2X), or may elect to take compensatory time off at the overtime rate (1 1/2X) for overtime. Compensatory time off may be accrued up to one hundred eighty (180) hours maximum. Compensatory time off shall be scheduled by mutual agreement between the employee and his/her supervisor and shall not be unreasonably denied.

IV. ASSIGNMENTS AND TRANSFERS

The Department retains the authority to transfer employees for departmental needs as determined by the Sheriff or his designee.

Except in case of an emergency or an unanticipated shortage of personnel requiring the immediate filling of vacancies, no employee shall be transferred between divisions or units, or subjected to a transfer involving a change in jobsite or hours of work without receiving a fourteen (14) day advance notice. Provisions of this Section may be waived by mutual consent of the Department and the employee.

An employee may request a transfer by submitting the request in writing through the employee's chain of command, to the supervisor with the authority to grant the assignment.

An employee may appeal a transfer within thirty (30) days of notice of the transfer by submitting the appeal in writing through the employee's chain of command to the Undersheriff, unless the Undersheriff has initiated the transfer. In such cases, the appeal shall be submitted directly to the Sheriff.

8304 ROTATION

1. It is mutually recognized by the parties that it is in the best interests of the Department and the employees to open up specialized assignments (herein after referred to as "Satellite" assignments) on a systematic basis to provide a respite from continual jail assignments for 8304s who are qualified for and desire such assignments, and to broaden the knowledge, skills, abilities, and experience levels of such deputies. It is agreed between the undersigned that, subject to the Sheriff's discretion:

2. 8304 assignments to "Satellite" units are for three (3) years and include incumbents.
IV. Assignments and Transfers
   Rotation (cont'd)

3. "Satellite" units are defined as:
   a) Community Services (S.W.A.P., Work Furlough)
   b) Courts Services
   c) Civil
   d) S.F.G.H. (Ward 7D and 7L)
   e) Transportation
   f) Classification
   g) Home Detention
   h) County Parole
   i) Station Transfer Unit
   j) Central Warrants Bureau
   k) Backgrounds Unit

4. 8304s when rotated out from "Satellite" units shall serve not less than one (1) year in a jail assignment (non-Satellite). However, during that one (1) year period, if a vacancy occurs and no one else applies for it, then the Department will post a notice so that those 8304s serving their one (1) year in the jails may re-apply, and if selected pursuant to this agreement, shall start a new three (3) year "Satellite" assignment.

5. The Department shall establish, after consultations with the union, written fixed objective standards which applicants for 8304 "Satellite" positions must meet. Among applicants who meet the standards, the most Senior shall be offered the "Satellite" position. If the transfer of the most Senior applicant would conflict with bona fide (affirmative action) requirements, the Department may skip down to the most Senior applicant who met the standards and also meets the bona fide affirmative action requirements.

6. All scheduled rotation 8304 "Satellite" vacancies shall be announced and posted (along with the standards for the unit from 4. above) throughout the Department and to the Union thirty (30) calendar days prior to the actual vacancy. Employees may apply within fifteen (15) calendar days after the announcements.

7. For all 8304 "Satellite" vacancies other than scheduled rotations (death, retirement, promotion, voluntary transfer, disciplinary transfer, etc.) the Sheriff or his designee may make an interim temporary transfer. When such vacancies are filled, the Department will expedite the selection process by: (a) seven (7) day posting of notice of vacancy; (b) five (5) day selection period; (c) waive fourteen (14) day notice of transfer requirement; and (d) immediate appointment of successful candidate.
IV. Assignments and Transfers
Rotation (cont'd)

8. The Department shall notify the D.S.A., in writing, of each 8304 "Satellite" transfer. Upon written request by an applicant, the Department shall, in writing, give the specific reasons for denial of the "Satellite" transfer.

9. If an 8304 assigned to a "Satellite" comes up for a scheduled rotation and no one applies for the position within fifteen (15) calendar days of the posting, that employee shall be reappointed to a new three (3) year assignment at that "Satellite" if his/her last performance evaluation is competent and effective or better unless the Department can demonstrate its need for his/her unique skills elsewhere.

V. SENIORITY

Days Off and Watch Assignments:

A. Days off (RDOs) shall be determined by seniority bidding among the bargaining unit employees on the watch at the facility when an opening occurs unless the assignment of the most Senior employee would adversely affect experience, ability, sex or ethnic balance or other demonstrated Department reason.

Additionally, Deputies shall be afforded the opportunity to select their RDOs semi-annually. The RDO sign-ups shall be completed by April 1 and October 1 of each calendar year. RDO realignment shall commence the first day of the second full pay period after the above dates.

B. Watch assignments shall be determined by seniority bidding among bargaining unit employees on the watch at the facility when an opening occurs unless the assignment of the most Senior employee would adversely affect experience, ability, sex or ethnic balance or other demonstrated Department reason.

C. When a post, position, or assignment overlaps two shifts it shall be considered part of the shift with which it has the larger number of hours of overlap.

D. The Department shall endeavor to implement these provisions without discrimination against an employee.
VI. SAFETY

A. The Sheriff's Department shall comply with all applicable State, Federal, City and County health and safety statutes, policies, rules and regulations.

B. The Sheriff's Department shall make reasonable efforts to provide safe and healthy working conditions for all Department employees.

C. Unit employees at Jails #1, #2, #3, #7, #8, and #9 (at designated posts) and all unit employees at the San Francisco General Hospital on the 1st and 3rd watches, may, at their option, wear class "C" uniforms (regulation jumpsuits).

VII. SAFETY COMMITTEE

The Sheriff has sanctioned, recognized, and agreed to a joint Department/DSA Health and Safety Committee as follows:

1. The parties recognize that the Department has the sole and exclusive responsibility to maintain a safe and healthy work environment. This joint Health and/or Safety Committee does not relieve the Department of those responsibilities. The joint Health and Safety Committee's purpose is to assist in identifying and suggesting solutions to Department Health and Safety issues. The parties agree that staffing and staffing issues are not in the purview of this committee.

2. Although this joint Health and Safety Committee is a formal mechanism it does not preclude an individual employee from bringing such issues directly to the appropriate supervisor, nor does it relieve any supervisor from their obligation to address work related Health and/or Safety issues as they arise during the course of employment.

3. Composition of Committee: The joint Health and/or Safety Committee shall consist of representatives designated by the DSA and up to an equal number of persons designated by the Department.

4. Health and Safety Procedure:
   a) In a routine situation an employee(s) will raise a Health and Safety issue to a DSA Health and/or Safety representative and the appropriate supervisor. That Health and/or Safety Committee member has the responsibility to investigate the concern and reduce it to writing.
VII. Safety Committee
Health and Safety Procedure (cont'd)

b) The Health and/or Safety Committee member presents the issue in writing to the appropriate supervisor (Sgt., Lt.). That supervisor has the responsibility to meet with the Health and Safety representative and the employee(s) who first raised the issue to discuss the problem and jointly develop a solution, and respond in writing within fourteen (14) calendar days of receipt. However, the supervisor shall provide a preliminary verbal response within seven (7) calendar days.

c) If the Health and/or Safety representative believes that the problem/issue has not been satisfactorily resolved, he/she may take the issue up to the facility or unit commander in writing.

d) The facility or unit commander has the responsibility to meet with the Health and/or Safety representative and, if necessary, the Chairperson of the joint Health and/or Safety Committee to discuss the problem jointly, develop a solution, and respond in writing within seven (7) calendar days of receipt to the Health and/or Safety representative.

e) If the problem/issue has not been satisfactorily resolved, the DSA/OE 3 may present the issue to the Undersheriff and/or Sheriff.

f) The Undersheriff and/or Sheriff's responsibility is to meet with DSA/ OE 3, discuss the problem, jointly develop a solution, and respond in writing within ten (10) calendar days of receipt.

5. If an employee, committee member or the DSA/ OE 3 encounters a non-routine situation Health and/or Safety issue (e.g., bona fide emergency condition, imminent danger to life, etc.), the procedural steps outlined above, 4.a) through 4.d), may be ignored and the issue may be presented directly to the Undersheriff-Sheriff level.

6. The Chairperson of the Committee shall convene a meeting of the Committee not less than Quarterly. The Department will order the attendance of all Committee members at the meetings and will release them from their duty stations/assignments in sufficient time for them to travel to the meeting and arrive by 3:00 p.m. The purpose of the meeting will be to discuss issues, concerns, problems, and successes in general. The Chairperson shall establish and distribute the agenda, taking input from all concerned parties not later than ten (10) calendar days prior to the meetings. These meetings may be scheduled more frequently by mutual agreement between the Department and the DSA/ OE 3.

The Secretary of the Committee will take notes at each meeting and deliver copies of those notes to all concerned parties.

7. No employee shall suffer adverse action by reason of his/her raising Health and/or Safety issues or participation in the Health and/or Safety Committee, or participation in the Health and/or Safety procedure(s).
VIII. TRAINING COMMITTEE

The Sheriff has sanctioned recognized, and agreed to a joint Department/DSA Training Committee.

The joint Training Committee shall consist of two representatives designated by the DSA and two or more persons designated by the Sheriff.

The primary purpose of the Training Committee is to assist in identifying specific training needs and suggesting solutions to meet those needs.

IX. ENTRY AND PROMOTIONAL QUALIFICATIONS

The Sheriff's Department and the Deputy Sheriff's Association (DSA) shall meet and confer on the Department's recommendations to the Civil Service Commission regarding recommended minimum qualifications for Classes 8304, Deputy Sheriff; 8306, Senior Deputy; 8308, Sergeant; 8310, Lieutenant; 8312, Captain.

It shall be the responsibility of the D.S.A. to initiate a meet and confer session by notification in writing to the Undersheriff on a readiness to proceed and a proposed date and time for the meeting. The Sheriff's Department agrees to promptly notify the D.S.A. when it begins discussions with the Civil Service Commission on examination eligibility for employees governed by this Contract.

X. DISCIPLINE

A. No permanent, non probationary employee shall be disciplined, or subject to punitive action, except for just cause as set forth in the Charter, Civil Service Rules and Regulations, and Rules and Regulations of the Sheriff's Department incorporated herein by reference, and unless afforded proper due process.

B. No discipline or punitive action may be imposed on a member of the bargaining unit by a member of the bargaining unit below the rank of Chief Deputy.

C. The Department agrees that, if it intends to discipline or take punitive action against an employee, the Department will notify the employee in writing as speedily as proper investigation will permit or within ten (10) days after completion of investigation or date of knowledge (whichever occurs later) of the occurrence of the intent to impose by a supervisor, discipline or punitive action. A copy of the notice will be sent to the D.S.A.
X. Discipline (cont'd)

This notice will include:

1) The name of the officer whose intent it is to impose discipline or punitive action.

2) The nature of the proposed discipline or punitive action.

3) Each Rule or Regulation which was allegedly violated.

4) The date, time, place and circumstances of each alleged violation.

5) A description of the conduct which is alleged to constitute each violation.

6) Such factors as were considered in mitigation and aggravation.

7) The right to respond within ten (10) calendar days to the Appointing Authority, orally or in writing. Where and to whom to respond. Notice that as a result of the employee's response, the Department may modify or amend downward, or revoke any or all of the charges or the proposed discipline or punitive action.

8) The right to representation.

9) The right to inspect and copy all relative documentation.

10) All appeal rights.

D. Discipline or punitive action shall not be imposed until the affected employee, upon request, has had a fair and impartial hearing before a Department officer of equal or higher rank than the officer whose intent it was to impose discipline or punitive action, and who has the authority to modify or amend downward, or revoke any or all of the charges or proposed discipline or punitive action.

E. All discipline or punitive action shall be in conformance with the normal, reasonable and usual concept of "progressive discipline."

F. Disciplinary suspension without pay for more than thirty (30) days or dismissal for cause shall be pursuant to the procedures set forth in section G herein in accordance with Charter Section 8.141 (b) and appropriate Civil Service Rules.
X. Discipline (cont'd)

G. 1. The Administrative Appeals Board shall consist of three (3) members. One member shall be selected by the Sheriff and shall serve at the Sheriff's pleasure. One member shall be selected by the Executive Board of the Union and shall serve at its pleasure. One member shall be selected by mutual agreement from a representative of the Sheriff and a representative of the Executive Board of the Union and serve for a period of one year, or until a resignation is tendered to both the Sheriff and Executive Board of the Union, or until incapacitated and/or is unable to perform the duties of a member of the Administrative Appeals Board, at which time, a new selection will be made by the same method.

2. Should the Sheriff's representative and the Executive Board's representative be unable to mutually agree upon the selection of the third (3rd) Board member, the third (3rd) Board member shall be selected from a (odd-numbered) list of neutrals provided by the State Mediation and Conciliation Service, or by mutual agreement from some other source. The method of selection shall be that each representative shall alternate in striking a name from the list. The last name remaining shall be the third (3rd) member selection. The choice of which representative shall strike first shall be determined by a coin flip.

3. The fee for the third member shall be shared equally by the Department and the Union. The Sheriff's and Union appointees, if members of the Department, shall be compensated by the Sheriff's Department at their regular pay rates and released from duty. Cost incurred by the presence of a court reporter, as well as preparation costs of any transcript of the proceedings, shall be equally shared by the Sheriff's Department and the Union.

4. The Administrative Appeals Board shall hear all testimony, examine all evidence, documents, exhibits, reports and witnesses deemed relevant to the matters appealed. Witnesses, if Department employees on duty, shall be on paid release time.

5. The Administrative Appeals Board shall render its decision by a majority vote. The Chairperson of the Board shall issue a written decision within ten (10) days after the conclusion of any hearing unless that time period is mutually extended by the parties. The Administrative Appeals Board shall not have the power to change, modify or amend any provision of the Contract.
X. Discipline (cont'd)

6. Up to two (2) representatives of the Union and up to two (2) representatives of the Sheriff's Department have the right to be present at Appeal Board hearings. These representatives shall be compensated by the Union and the Sheriff's Department respectively. In addition, the employee appealing discipline or punitive action shall have the right to be present at all times during his/her Appeal Board hearing and shall be compensated by the Sheriff's Department on paid release time. In all discipline or punitive action appeals, the Department shall have the burden of proof.

7. Appeal Board hearings shall be held within sixty (60) calendar days after receipt of demand unless such hearings are continued through mutual consent or request of the Union. A transcript of the proceedings will be made at the request of either party.

8. All parties shall cooperate in producing witnesses and documents under their control relevant to appeals at the request of the neutral third (3rd) Appeals Board member. The majority decision of the Appeals Board shall be binding on the parties unless the decision of the Appeals Board is a recommendation of a reduction in discipline.

9. NOTE: To the extent these appeal procedures are utilized for other disciplinary actions or for probationary or provisional terminations, the hearing panel's recommendation to the Sheriff shall be non-binding.

XI. REPRESENTATION

1. So long as the Union chooses to retain Local #3 as it agent, the sole and exclusive agent of the Union shall be the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, and the Operating Engineers Local Union No. 3's agents of designee. The address of the office of any and all notices to the Union shall be: Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Attention: E. Lieberman, 5 Thomas Mellon Circle, #266, SF, CA 94124, telephone #415/469-607.

2. The Union and its agent shall receive a roster, at the Union's request, showing all unit employees by name, rank, work location, shift, employees on leave (including type of leave and expected return date) and any and all changes thereto.

3. Any authorized representative of the Union shall have the right to contact individual unit employees in County facilities during, before, or after business hours on matters within the scope of representation without disrupting operations.
XI. Representation (cont'd)

4. Reasonable space shall be allowed on bulletin boards at each facility for use by the Union and its agent. Posted material shall not be obscene or defamatory. Posted material covering organization business or news shall be dated and removed when no longer timely.

5. The Union's agent shall be given reasonable advance written notice of, and copies of, any policy, rule, regulation or other material in the Department's possession relating to matters within the scope of representation affecting a unit member or members, the unit, or the Union. This section is to foster communication between the Department and the Union before matters are promulgated. However, it is recognized by the parties that there are rare occasions when it is not possible for the Department to provide advance written notice. In these cases, the Department shall contact the Union's agent, explain the situation and matter at hand, and forward written copies of the material to the Union's agent without delay.

6. An employee shall have the right to choose one representative to provide representation and who may be present at all times during any interrogation held to obtain facts to support disciplinary determination action held pursuant to the Charter, the City and County of San Francisco or the Sheriff's Department Rules and Regulations.

XII. GRIEVANCE PROCEDURE

1. Rule 18 of the Civil Service Commission, as it presently exists, is attached hereto and may be invoked for grievances.

XIII. MISCELLANEOUS PROVISIONS

1. Injured on Duty, Drive Employee to Hospital. When an employee becomes ill or is injured on duty and is unable to drive himself/herself to the hospital, the Department will call an ambulance for that person or assign someone to drive them.

2. Personal Effects Reimbursement. The Department will replace any uniform or safety equipment item damaged or lost in the line of duty and not caused by negligence. The Department will also recommend approval of claims filed with the City for personal effects lost or damaged in the line of duty and not caused by negligence, as determined by the Department, if worn in accordance with current dress code.

3. Return to Assignment. Unit employees off work for any reason (except A.W.O.L.) for sixty (60) working days or less, shall be returned to their assignment (regular days off, watch facility and division) that they held last when they were at work.
XIII. Miscellaneous Provisions (cont'd)

The employee filling the assignments temporarily in the absence of the regular employee shall be notified in advance that it is a temporary assignment and that he/she will be returned to their old assignment without a fourteen (14) day notice upon the return to work of the regular employee.

4. No Release of Information. Except where mandated by courts or law, the Department shall not release any information in any bargaining unit employee's personnel file without written permission of the employee.

5. Adverse Material. The Department may under its own rules, remove adverse material when petitioned.

The Department shall, upon request of a bargaining unit employee, remove adverse material from the employee's personnel file(s) of counseling or reprimand which is one (1) year old or older at the time of the request for removal if the unit employee has had a discipline-free record for the proceeding one (1) year.

Upon request of a bargaining-unit employee, records of suspensions of five (5) or less days which are two (2) years old shall be removed from consideration for transfers and reassignments if the employee has had a discipline-free record for the proceeding two (2) years.

Upon request of a bargaining-unit employee, records of suspensions of between six (6) and ten (10) days which are three (3) years old shall be removed from consideration for transfers and reassignments if the employee has had a discipline-free record for the proceeding three (3) years.

Upon request of a bargaining-unit employee, records of suspensions of more than ten (10) days which are four (4) years old shall be removed from consideration for transfers and reassignments if the employee has had a discipline-free record for the proceeding four (4) years.
XIV. VACATION

Vacation Scheduling

1. Each unit shall establish a vacation sign up schedule calendar for the following year beginning November 1.

2. Each Divisional Commander (Director) shall establish rules that designate the number of persons that may be scheduled for vacation on any given watch pursuant to current agreement (vacation slots).

3. Within each shift, the order of vacation sign ups shall be based on Departmental seniority in each class. Deputies in the B304 classification who have left Departmental employment and subsequently return shall, upon return, be eligible to sign up for vacation before Deputies in the B302 classification. However, pursuant to Civil Service Rule a Deputy in classification B304 who leaves City employment for a period of more than six (6) months shall have his/her seniority for purposes of time off (Vacation, KDD's, Blue Cards, etc.) calculated from the date of return to Departmental employment.

4. Personnel are responsible for checking the sign-up sheet for their names and sign up promptly when their turn comes up. If personnel do not sign up within three (3) working days after their turn comes up, they will be passed over. Personnel not on duty at the time, such as military leave, will be responsible for contacting their Watch Commander, in person or by written proxy, at the appropriate time to have his/her vacation signed for.

   a) Personnel will sign up for vacation by printing their names in the box for each day that they are requesting vacation on the vacation sign up calendar for their watch.

   b) After signing up for vacation, each employee will draw a line through their names on the seniority list and initial the line.

   c) The Watch Commander will review the employee's vacation request for compliance. The Watch Commander will initial next to the employee's name on the vacation calendar for each day that is approved.

   d) No employee will take a vacation day unless the vacation has been approved by the Watch Commander.

5. Personnel may not take vacation that has not been accrued prior to the time they want to use it.
XIV. Vacation Scheduling (cont'd)

a) Any person wishing to sign up for vacation during the months of January, February, or March may do so on a first come, first served basis using the Request for Time Off Card and submitting it to the Watch Commander per procedures. In case more than the allotted number of deputies request the same dates, seniority will prevail.

b) Personnel may not sign up for less than one (1) week's vacation on initial sign up.

c) After the initial sign up, the vacation calendar will be re-circulated for unlimited sign ups by seniority.

6. A scheduled vacation may be cancelled by the employee.

7. An employee who is transferred to another Division or Unit shall be allowed to take his/her vacation as originally scheduled. The Division Commander from which the person was transferred, may allow someone else to sign up in that period. He may, subject to the Sheriff’s discretion, also be required to assign another employee to the Division to which the person was transferred so that Division does not exceed its maximum number of people allowed off on vacation at one time.

8. All vacation requests will be signed in ink. Employees are not to make changes to the sign up list except for cancellations or if approved by the Watch Commander.

9. Exceptions to the above sign up procedures will be allowed in cases of extreme emergency.

a) Emergency vacation requests, and justification for them, must be made to the Watch Commander.

b) Denial of emergency vacation requests may be appealed via the chain of command.

10. Copies of completed vacation schedule calendars will be forwarded to the Personnel Manager by the end of March each year.

11. Watch Commander means in his/her absence, the Assistant Watch Commander or above.

12. Approved means, verified that the sign up was in compliance with these procedures.
XIV. Vacation Scheduling (cont'd)

13. Time Off Requests (BLUE CARDS)

A) Blue Cards shall be time stamped at each Facility upon submission. Blue cards should be approved or denied as soon as possible. However, Blue Cards shall be approved or denied no later than the next regular shift after submission.

B) In the event previously granted time off slot(s) become available, the slot(s) shall first be offered to Deputies who have had previously submitted Blue Cards denied. In case more than one Deputy has submitted Blue Cards the order of submission shall prevail.

C) While the Vacation book is circulating, Blue Cards may be submitted for time off in January, February, and March only. After the Vacation Book has circulated Blue Cards may be submitted for the time off anytime during the calendar year.
XV. VACATION SLOTS

County Jail #1
2400-0800 1 8304/8304
+ 1 8306 through 8310
0800-1600 5 8302/8304
+ 2 8306 through 8312
1600-2400 1 8302/8304
+ 1 8306 through 8310

County Jail #3
2400-0800 1 8304 through 8310
0800-1600 3 8304 + 2 8306 through 8312
+ 1 8306 through 8310

County Jail #8
2400-0800 1 8302/8304
+ 1 8306 through 8310
0800-1600 5 8302/8304
+ 2 8306 through 8312
1600-2400 1 8302/8304
+ 1 8306 through 8310

Ward 7D SFGI
2400-0800 1 8302/8304 through 8310
1600-2400 1 8302/8304 through 8310
0800-1600 1 8302/8304
+ 1 8306 through 8310

County Jail #2
2400-0800 1 8302/8304
+ 1 8306 through 8310
0800-1600 5 8302/8304
+ 2 8306 through 8312
1600-2400 1 8302/8304
+ 1 8306 through 8310

County Jail #7
2400-0800 1 8304 through 8310
0800-1600 2 8304 + 1 8306 through 8312
+ 1 8306 through 8310
1600-2400 1 8304
+ 1 8306 through 8310

County Jail #9
2400-0800 1 8302/8304
+ 1 8306 through 8310
0800-1600 1 8302/8304
+ 1 8306 through 8312
1600-2400 1 8302/8304
+ 1 8306 through 8310

Work Furlough 1 8304

S.W.A.P. 1 8304

Prisoner Services (CJS#1+2) 1 8304
XV. Vacation Slots (cont'd)

Prisoner Services (CJ #3) 1 8304
Civil (Field) 1 8304 or 8306 + 1 8308 or 8310
Civil (Inside) 1 8304 or 8306 + 1 8308 or 8310
Training 1 8304 through 8312
Investigative Services/Internal Affairs 1 8304 through 8310
Hall of Justice Courts (including Psych) 4 8304 or 8306 + 1 8308 or 8310
Administration (Flexible)

*The Department agrees to allow 8304s assigned to swing shift (1600-2400) and midnight shift (2400-0800) to use the slots dedicated for supervisors when available except during the period June through August.

**The Department agrees to increase the slots at County Jail #3 2400-0800 to 1 8304 + 1 8306 through 8310 if the number of assigned personnel goes to 15.

***The Department agrees to increase the slots at Ward 7D SFGH to 2400-0800 1 8304 through 8310, and to 1600-2400 1 8304 through 8310 if the number of assigned personnel goes to 20 total at Ward 7D SFGH.

XVI. HOLIDAYS

The holidays to be enjoyed by the S.F.S.D.'s sworn employees and the conditions under which they are to be enjoyed will be the same as those in Section VI of the Administrative Provisions of the Salary Standardization Ordinance as adopted by the Board of Supervisors for the appropriate fiscal year.

Employees assigned to seven (7) day operation departments or employees working a five (5) day workweek shall be allowed another day off if the holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotation shall be allowed another day off if a legal holiday falls in one of the days off.

If the provisions of this Section deprive an employee of the same number of holidays an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor. 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.
XVII. HOLIDAY SIGN UP

1. Each unit shall post a Holiday Sign up form for each watch twenty (20) calendar days prior to each holiday. The Holiday Sign up form shall remain posted for five (5) consecutive calendar days for voluntary sign ups pursuant to 2. below. If the Holiday minimum is not filled in the first posting, then the Holiday Sign up form shall be reposted for five (5) consecutive calendar days for sign-ups pursuant to 3. through 5. below. The final Holiday staffing list for each unit shall be posted for ten (10) consecutive calendar days prior to each Holiday.

2. For each unit and each watch, Holiday work assignment shall be first to volunteers by seniority from employees from that watch at that facility who sign up during the first five (5) day posting period.

3. If the minimum is not reached pursuant to 2. above, then the Holiday work assignment shall be to volunteers by seniority from employees from any watch at that facility who sign up during the second five (5) day posting period.

4. If the minimum is not reached pursuant to 3. above, then the Holiday work assignment shall be to volunteers by seniority from employees from that watch at any facility who sign up during the second five (5) days posting period.

5. If the minimum is not reached pursuant to 4. above, then the Holiday work assignment shall be to volunteers by seniority from employees from any watch at any facility who sign up during the second five (5) day posting period.

6. If the minimum is still not reached after following 3. through 5. above, the remaining Holiday work assignment(s) needed to reach the minimum at each watch at each facility shall be filled by involuntary assignment by inverse order of seniority from employees at that watch at that facility who have not signed up pursuant to 2. through 5. above.

7. If the second five (5) day sign up period is required, all Holiday Sign Up Lists shall be posted at all watches and at all facilities.

8. All Holiday sign ups shall be printed and signed in ink. No changes to the sign up lists or final list shall be made except pursuant to 9. below, or in an emergency.

9. Volunteers in order of seniority will be permitted to replace involuntary assignments starting with the most Senior person (per watch/facility) who has been involuntarily assigned.
XVII. Holiday Sign Up (cont'd)

10. No person may substitute in for another person who has received a Holiday work assignment by voluntary sign up.

11. There will be no involuntary assignment of employees on their Regular Days Off or when an employee has been granted (pre-posting) a day off on the day before or the day after the holiday.

12. Supervisors may voluntarily sign up at their facility only.

13. The final Holiday Staffing List for each watch at each facility, which shall be posted for ten (10) consecutive calendar days prior to each Holiday, shall be posted by the Facility Commander who is responsible for ensuring that the appropriate level of knowledge and experience is available among employees assigned for holiday watch.

14. An employee may sign up for the holiday shift assignment pursuant to 2. through 5. above whether or not the holiday falls on his/her Regular Day Off or his/her regularly scheduled work day.

15. Prior to the final posting, any volunteer may rescind his/her request.
San Francisco Sheriff's Department
SFSD 03-50 – Family Notification of Serious Injury or Death
Appendix A - Information and Resources to Survivor in the Case of Death of an Employee

The notification team should allow for enough time to answer as many questions as the significant other / survivor has and ready to provide reference for information that the notifier does not yet have. When at all feasible, the notification team should be able to advise the significant other / survivor on the questions listed:

- Where the significant other / survivor may obtain a death certificate.
  - Department of Public Records, Vital Statistics or Public Health
- Where the significant other / survivor may obtain an autopsy report.
  - Office of County Medical Examiner or Coroner
- Where the significant other / survivor may obtain a copy of the incident report.
  - The local sheriff or police department that responded to the incident.
- How the significant other / survivor may file for social security benefits
  - (1-800-772-1213)
- If the person who died was a veteran, how to contact the Veteran's Administration Regional Office.
  - Call Veterans Administration 1-800-827-1000
- How to notify the insurance agent and the bank of the person who died.
  - State office of unclaimed funds, life insurance information www.acil.com
- If there is a criminal case pending, who to follow up with regarding the prosecution.
  - District attorney's office of the county prosecuting the incident.
- How to access insurance and / or pension benefits.
  - Personnel Unit – PERS or SFERS depending on retirement system.
  - Office of Justice - Public Safety Officers Benefits Program - www.losb.gov
- How to contact the local Concerns of Police Survivors – C.O.P.S.
  - www.concerofpolicesurvivors.org
POLICY: The San Francisco Sheriff's Department (SFSD) will make all reports of line of duty death / serious injury / or other death during working hours of any employee to the employee’s designated person(s) in person, in pairs, in plain language and with compassion.

PURPOSE: The possibility of line of duty death / serious injury remains for any employee who works in law enforcement. To ensure effective communication and appropriate compassion for any serious injury or death of an employee that occurs while working for the SFSD. This policy standardizes the way in which the designated person(s) would be informed of such a tragedy.

I. General:

A. Any employee may fill out a Line of Duty Death / Serious Injury Information form identifying the point of contact in the event of the employee’s death or serious injury. This allows the employee to identify the person who he / she designates to be contacted in the event of a serious injury or death while working. The form is voluntary and confidential.

1. This form shall be kept in a sealed envelope with the Personnel Unit in the employee’s Medical File.

II. Procedures:

A. Any report of a line of duty death or serious injury of any employee shall be reported to the Personnel Manager as soon as possible.

1. If the Personnel Manager is not available, the employee who is aware of the report shall proceed up the Personnel Manager’s chain-of-command.

2. The Personnel Manager and / or Command Staff shall check for and open a Line of Duty Death / Serious Injury Information envelope.

3. If there is no SFSD notification person designated on the Line of Duty Death / Serious Injury form, a command staff member, Peer Support Unit member and / or a chaplain shall be dispatched to make the notification.

   a. The notification shall always be made by at least two appropriate members.
   
   b. The team shall be dispatched in separate vehicles whenever possible.
c. Before they arrive, the notifying team shall decide who will speak and what will be said.

B. Serious injury / death notifications shall always be made in person, not by telephone text, e-mail or other correspondence.

1. The notification team shall provide a significant other / survivor with a presence of compassion as shock reactions are frequent in stressful situations.
2. Arrangements shall be made with other agencies in the event that the significant other / survivor reside far away.
3. Line of duty death / serious injury information shall never be broadcast over the radio system, as the information might leak out to the media or private parties listening.

C. Notifications shall be made on a timely basis.

1. All requisite information shall be verified prior to any notification to avoid false reports.
2. If indicated by the circumstances, the Public Information Officer shall inform the community after the notification is made to the family member.

D. The notification team shall identify themselves, present his / her credentials and ask to come in. The notification should not be made at the doorstep.

1. The notification team should ask to move inside and ask the family member to be seated in a private area.
2. The notification team shall establish that they are communicating with the appropriate person.
3. The notification team shall check whether the family member wants any help telling any other family members.
4. The notification team should speak slowly, using plain speech.
   a. The notification team member should begin using a phrase such as “I have very bad news for you” to allow the significant other / survivor a moment to prepare for a shock.
   b. The notification team should employ concrete language and avoid vague expressions such as “Bob was lost.”
   c. The notification team should refer to the employee by name rather than “the body.”
   d. It is always appropriate to say, “I am sorry that this happened.”
5. The notification team shall not bring the employee’s personal items at the time of notification.
   a. The person designated by the employee shall be responsible for removing all personal effects from the work place and forwarding them to the family.
b. SFSD issued firearms shall be returned to the Training Unit, while all other SFSD property shall be returned to the Personnel Unit.

6. The notification team should allow for enough time to answer as many questions as the significant family member has and ready to provide reference for information that the notifier does not yet have. When at all feasible, the notification team should be able to advise the significant other/survivor on the questions listed in appendix A.

7. The notification team should offer to call a friend/family member to support the family member.

8. One of the notification team should be prepared to transport the family member to the employee.

9. The notification team should always leave the names and telephone numbers of the notification team with the family member.

III. Forms:
   Employee Serious Injury or Death Notification form

IV. Reference:
   Appendix A – Information and Resources to Survivor in the Case of Death of an Employee
San Francisco Sheriff's Department  
INTER-OFFICE CORRESPONDENCE  

Employee Serious Injury or Death Notification  
Signature Form  

The voluntary Serious Injury or Death Notification packet is intended to assist you and your family in the event of an emergency. The information in this packet is designed to express your wishes in the event of your serious injury or death that may occur while you are working. The information is private and will only be used to assist the department members entrusted with it to make the appropriate notifications to your family members.  

All employees are strongly encouraged to review and complete the documents in this packet, and to share that information with loved ones.  
This packet is voluntary and confidential.  
If you choose to fill out the packet, you may decide to answer only the questions you are comfortable filling out.  
The SFSO will hold the document in a sealed envelope to be placed in the medical file. The contents will be reviewed only by command staff members (Captains and above) in the event of a life-threatening injury or death.  

This document may be updated as often as you choose.  

This is the personal packet of: ________________________________  

____________________  ____________________  
Signature  Date
SFSD Line of Duty Death / Serious Injury Information

The documents in this envelope are intended to assist you and your family in the event of an emergency. They will aid the Department employees entrusted with the responsibility of handling a serious injury or death. This packet documents your wishes and requests.

This packet is voluntary and confidential.

We will hold the document in this envelope in your medical file. Other than by you, the contents will be retrieved only by command staff members (Captains and above) in the event of a serious injury or death.

The documents in this envelope may be updated as often as you choose and can be retrieved by you at any time.

_________________________  _________________
Signature                  Date
POLICY: All San Francisco Sheriff's Department (SFSD) employees shall notify their respective supervisor if they will be absent from work, when prior approval has not been obtained.

PURPOSE: To establish guidelines for supervisor's response to an employee's absence without leave (AWOL).

I. General:
   A. An employee is AWOL if the employee does not report to work as scheduled and fails to inform his / her supervisor appropriately. Scheduled work includes:
      1. Regularly scheduled watch / shift / team
      2. Detailed assignment
      3. Training
      4. Overtime
      5. Work substitutions
   B. Any absence (without report to the supervisor) of two hours or more shall be deemed AWOL.
   C. AWOL by any employee will be followed by a forfeiture of pay for the time absent and disciplinary action may be imposed against him / her unless otherwise directed by the Sheriff or Undersheriff.
   D. An unexplained AWOL of any employee for five days without proper permission may be deemed and held a resignation in conformance with the City and County of San Francisco Civil Service Rules.

II. Procedures:
   A. If an employee does not report for work as scheduled, the employee's supervisor shall:
      1. Review facility / section / unit time off requests, work substitutions and leave requests to ensure that the employee was not scheduled for a day off.
      2. Contact the Training Unit to ensure the employee was not scheduled to training for the day.
      3. Attempt to contact the employee who did not report for work as scheduled.
Absence without Leave

a. In the event the employee is contacted, he/she may be instructed to report for duty.

b. If the employee states he/she is ill and unable to report, the employee may be carried on sick leave, either with or without pay, for the remainder of the shift. The employee may also submit leave paperwork in accordance with current protocols governing the use of leaves.
   i. The employee may still be held accountable for failure to adhere to reporting procedures.

c. If the supervisor or his/her designee is unable to contact the employee within two hours of the beginning of the shift, the supervisor shall initiate a welfare check.
   i. A request shall be made to the agency of primary jurisdiction for the residence of the employee to perform the welfare check, if the residence is not in San Francisco.
   ii. If the employee’s residence is in San Francisco, the employee’s facility/section/unit sworn staff shall conduct the welfare check.
   iii. If the employee is not located during the welfare check, the SFSF Internal Affairs Unit shall be contacted for follow up.
   iv. If the welfare check is after normal business hours, contact the emergency notification number in order to follow the reporting procedures for notifications.
   v. An incident report shall document the result of the welfare check.

d. When the employee cannot be contacted, he/she shall be carried AWOL.

B. An employee who fails to call in, per these procedures, by the appointed time shall be carried AWOL and not be paid for the time he/she was designated as absent without leave.

1. If there are mitigating circumstances, this designation may be changed upon review by the facility/section/unit commander.

III. Forms:

Not Applicable

IV. Reference:

Not Applicable
POLICY:
The San Francisco Sheriff's Department will maintain a group of sworn employees who will reflect, by uniform and bearing, the most professional aspects of the department.

PURPOSE: The mission of the Departmental Honor / Color Guard is to formally represent the Sheriff's Department at designated ceremonies.

I. General:
   A. The makeup of the Honor / Color Guard will always strive to reflect the diversity of the Department.

II Honor / Color Guard Assignments:
   A. The Honor / Color Guard will be utilized under the following circumstances:
      1) Funeral detail of current, retired, or honorably separated uniformed members of this department
      2) Funeral details of current uniformed law enforcement officers of other departments
      3) Annual Promotion Ceremonies
      4) Other details as approved by the Sheriff

III. Uniforms:
   A. The Honor / Color Guard shall wear a standard uniform as directed by the Unit Commander and approved by the Sheriff. This uniform shall be designated as Class A (Honor / Color Guard).
B. Members of the Honor / Color Guard must comply with all Departmental Grooming Standards. Earrings, distracting jewelry and beards are not to be worn by members during formal functions. Sunglasses will only be worn under limited circumstances with the approval of the designated supervisor.

C. During formal functions, all brass will be shined and all leather will be polished. Uniforms will fit properly. Aiguillette and gloves shall be worn as directed.

D. The Honor / Color Guard Commander or designated supervisor will inspect all members of the unit prior to any formal ceremony. Personnel who do not pass the inspection will correct the problem prior to the ceremony or not be allowed to participate.

III. Remaining in the Honor / Color Guard:

A. Members of the Honor / Color Guard will be expected to display professional behavior at all times. Personnel who are counseled or reprimanded for unprofessional behavior while acting as a member of the unit may be removed.

B. Members of the unit are expected to be available to perform ceremonial functions as needed. Frequently, there is minimal advance warning. The Honor / Color Guard Commander will review attendance and determine whether the reason for missing a function is valid. Personnel who are contacted and fail to attend three (3) functions within a year, without a valid reason, may be removed from the unit.

C. Members are expected to attend all mandatory meetings. Personnel who fail to attend, without a valid reason, may be removed from the unit.

D. Members are expected to maintain their uniform in outstanding condition at all times. Failure to do so after a written warning may be cause for removal from the Unit.

IV. Supervisor’s Responsibilities:

A. It shall be the duty of each supervisor, when assigned, to make preparations for any scheduled detail. Responsibilities include, but not be limited to:

1) Contacting Members to confirm their schedule

2) Contacting members’ facility supervisor to release them from their regular duty

3) Arranging transportation

4) Inspecting all members prior to departing for a detail
5) Making contact with person/family member in charge of function
6) Ensuring members are accurately compensated
POLICY: It is the policy of the San Francisco Sheriff's Department to establish and maintain a Peer Support Unit as a proactive voluntary and confidential resource for all department employees and their families.

PURPOSE: The purpose of the program is to provide support and referrals for personal problems before they become acute.

MISSION: The mission of the Peer Support Unit is to provide voluntary assistance to both sworn and non-sworn members of the San Francisco Sheriff's Department. The members of the unit are volunteers and the membership reflects the diversity within the San Francisco Sheriff's Department. Members of the Peer Support Unit are trained to be confidential, empathetic listeners who provide feedback, clarify issues, and assist employees in identifying options for problem resolution. However, they are not therapists. When problems are acute or appear to require specialized assistance, information on referral resources will be made available to employees or their families. The Peer Support Unit's goals include the following:

1. Support to any staff member who wishes to talk to a confidential, non-judgmental listener.

2. Recommendation of diverse resources for job-related or personal issues that interfere with valuable interpersonal communications among staff members and family members.

3. Provision of aid at a critical incident, including defusing and debriefing.

4. Sponsorship of programs to ensure a healthy functioning organization.

5. Recruitment and training of Peer Support Unit Volunteers to serve the department.
6. Provision of ongoing training and meetings for Peer Support Volunteers to build a stronger support network for the community of the San Francisco Sheriff’s Department.

PROCEDURE:

I. Administrative Structure

A. Peer Support functions as an independent unit.

B. The Peer Support Coordinator and Assistant Peer Support Coordinator are responsible for the oversight of the unit. The Peer Support Coordinator organizes activities of the Unit with the consent of the Chief of Administration. In the absence of the Peer Support Coordinator, the Assistant Peer Support Coordinator assumes the duties of the coordinator.

C. The policies of the Peer Support Unit are administered by the Peer Support Steering Committee. The Committee is comprised of the Peer Support Coordinator, the Assistant Peer Support Coordinator, and a group of volunteers who reflect the diversity of both sworn and non-sworn staff of the Peer Support Unit. The committee meets monthly. The committee oversees:

1. Basic Peer Support
2. Recruitment and Training for Peer Support
3. The development of specialized responses for such concerns as substance abuse
4. Critical Incident Response Teams
5. The Chaplaincy Program

II. Volunteers

Members of the Peer Support Unit are selected by the Steering Committee and serve under contract on a voluntary basis. The Peer Support Unit reflects the diversity of the Sheriff’s Department and strives to include both sworn and non-sworn staff and members from all units and all shifts. Responsibilities shall include, but are not limited to:

A. Attending a POST-certified Peer Support Basic Training class and any updates as required.

B. Attending Peer Support Unit quarterly meetings.

C. Keeping statistical records of Peer Support contacts.
III. Use of Peer Support Services

A. Initiation – Participation in the Peer Support Program is voluntary and is in general initiated by the person seeking the support. There will be no mandatory referrals of employees. Peer Support members may initiate contact in the event that he/she becomes aware of a pressing personal issue.

B. Specialized Assistance and Referrals – If a support member determines that an employee requires specialized assistance, he/she must obtain the employee’s approval to discuss the situation with a member of the Peer Support Unit who specializes in that concern, or make a referral to the Employee Assistance Program, or an outside professional.

IV. Information

A. Confidentiality – The peer support member shall maintain confidentiality and not discuss any information developed in support sessions. This means that all subjects discussed under the auspices of a peer support counseling session shall be considered confidential. Unless the peer support member is directly involved, or is a witness to an incident under investigation by the Investigative Services Unit (ISU), no information developed in support sessions will be used in any future disciplinary proceedings.

B. Exceptions – The Peer support member shall advise the employee that confidentiality will be maintained strictly except in these instances:

1. When the information must be revealed by law, such as a case of child abuse or felony criminal conduct.

2. When the peer support member is involved directly as a participant or witness.

3. When there is reason to believe that the employee seriously intends to injure himself/herself or another person. In the case of threatened serious injury, reasonable efforts shall be made to warn the intended victim(s). Any peer support unit member who knows that an employee has a serious intent to injure himself or another has an affirmative duty to take action.

4. When, due to substance abuse, the employee is a clear and immediate danger to self, citizens, or fellow employees.

5. In all of the above cases, the Peer Support Coordinator shall be notified.

V. Duties of Supervisors

Supervisors who are peer support members cannot abdicate their supervisory responsibilities when on duty and confronted with misconduct or disciplinary problems.
After taking necessary action in these circumstances, supervisors may make referrals to the Peer Support Unit, the Employee Assistance Program or other appropriate agencies.

VI. Details

During a critical incident or an extended crisis, member of the on-call critical incident team or Peer Support Unit members with specialized skills may request to be detailed to the Peer Support Unit for his/her next scheduled tour of duty. Such details are to be requested through the Peer Support Coordinator, who shall:

A. Obtain approval from the Chief of the division that the person works for.

B. Notify the peer support member’s facility, section, or unit commander.
POLICY: It is the policy of the San Francisco Sheriff’s Department to establish and maintain a Critical Incident Response Team as a function of the Peer Support Unit.

PURPOSE: The purpose of this program is to provide support and assistance for members of the department who are involved in critical incidents.

DEFINITIONS:

Critical Incident – A traumatic event that creates stress and exceeds an individual’s coping skills. The incident may affect the performance of an individual or have other long-term consequences. Examples include but are not limited to: An officer involved shooting; a death in custody; sudden death of a family member or suicide.

Debriefing – A specially structured meeting, usually in a group setting, for employees who have been involved directly or indirectly in a critical incident. Sessions are led by individuals trained to conduct debriefings usually in concert with a member of Psychiatric Services. Generally held within 72 hours after the incident, the one to eight hour session allows employees to discuss their behavior during the incident and the thoughts and feelings the incident caused.

Defusing – A meeting held immediately following a critical incident with employees who have been affected directly or indirectly by the incident. A defusing provides information about possible stress reactions, emphasizes that most reactions are normal, identifies resources for further help, and assesses the need for debriefing.
PROCEDURE:

I. Administrative Structure

A. The Peer Support Coordinator is responsible for the oversight of the critical incident teams.

B. There are six Peer Support Critical Incident Teams. These teams rotate responsibility for response to critical incidents.

C. Each team has a team leader who reports directly to the Peer Support Steering Committee through the Peer Support Coordinator.

D. The Peer Support Steering Committee shall meet monthly and review critical incidents involving members of the department. The Committee shall coordinate training needs; select team members; coordinate with the chaplains and follow up on all Critical Incidents to ensure that they were handled appropriately.

E. The Peer Support Coordinator shall report either verbally or in writing to the Chief of Administration about all critical incidents.

II. Notification and Response

A. It is the policy of the San Francisco Sheriff's Department that, when a death occurs as the result of a critical incident, the Peer Support Coordinator shall be notified and initiate intervention. All persons involved in such an incident must attend a debriefing.

B. During any other critical incident, the Peer Support Coordinator shall be notified by the watch commander. The Peer Support Coordinator will determine whether to activate the Critical Incident protocol and if so, shall notify the Critical Incident Team Leader.

III. Support

A. The Team Leader will coordinate initial support and follow-up support for the involved member(s), including logistical support (e.g., notification of family members, equipment replacement, etc.) and the involvement as needed of the Critical Incident Team, the Chaplains, and Psychiatric Services.

IV. Defusing and Debriefing

A. The Team Leader will schedule and assure that the member(s) receives a defusing session as soon after the incident as possible. Barring an extended incident investigation, the Team Leader will schedule and assure that the
Peer Support Critical Incident Response Team

member(s) receives a formal debriefing by a qualified person within 72 hours after the incident.

V. Confidentiality

A. Critical Incident Response Team members shall follow the guidelines established in the Peer Support policy relating to confidentiality.

VI. Training

A. Critical Incident Support Team members shall be selected by the Peer Support Steering Committee and must be certified by attendance at a POST-certified Critical Incident Training and any required updates.

B. The Peer Support Steering Committee shall also coordinate department training, as needed, for staff and supervisors regarding the administrative use of the intervention process.

VII. Protocol

A. In the event of a critical incident (involving death, riot, discharge of a firearm, suicide, etc.), the watch commander, after making the necessary notifications for safety, security and medical requirements, shall call the Peer Support Unit Coordinator.

B. The Coordinator will contact the Peer Support Critical Incident Response Team Leader.

C. The Team Leader will respond to the affected site and assess the situation. He/she will identify him/herself to the Investigative Service Unit Responder.

D. If necessary, the Team Leader will contact the Critical Incident Response Team members, the chaplain, and the Jail Psychiatric Services Liaison.

E. The Team Leader will meet with the Investigative Services Responder in order to coordinate defusing. (Defusing is the processes wherein the Peer Support CIRT team members speak with people directly involved in the incident, insuring that they have the minimum requirements to cope with a trauma. The team members relate to the emotional trauma and do NOT act as investigators.) No defusing will occur until the ISU Responder clears the involved party. Defusing should occur before the person goes off duty. When feasible, the defusing of different people involved should be conducted by separate team members.

F. The Team Leader will assess the need for a de-briefing with the Facility Commander and the Jail Psychiatric services Liaison.
G. The debriefing should occur as soon as possible after an incident, preferably within 72 hours. The Team Leader will check with the ISU commander in order to make sure that any necessary investigation is not compromised.

H. The Critical Incident Team will instruct people at a defusing or debriefing that statements made to them (barring criminal activity or a serious breach of policy) will be held in confidence.

I. Any Critical Incident Team member who was present at the event shall not participate as a de-briefer and will be replaced by another CIRT member. Furthermore, any supervisor (whether in regular or collateral capacity) of any individual involved in a critical incident shall not act as a Peer Support CIRT member, but shall be replaced by the Peer Support Coordinator.

J. If it is necessary to detail a Peer Support CIRT member in order to attend a defusing or debriefing, the Peer Support Coordinator will obtain approval from the Chief of the division that the person works for and notify the peer support member’s facility, section, or unit commander.
POLICY: The Department will maintain an Emergency Services Unit, including a Special Response Team, a Crisis Negotiation Team, and Radio Telephone Operator Team. These teams respond to emergencies within the Department, City and County of San Francisco, and mutual aid requests from other jurisdictions.

PURPOSE: To provide standards for employees regarding Emergency Services Unit (ESU) eligibility, training, and retention requirements.

Definitions:

Crisis Negotiation Team (CNT) – Employees specially trained in communications and negotiations attempts to bring incidents to a safe resolution.

Emergency Services Unit (ESU) – Employees specially trained to respond tactically to critical incidents.

ESU Coordinator – A supervisor responsible for the general operations of ESU employees.

ESU Platoon – A unit consisting of up to four squads with a Platoon Leader.

ESU Squad – A unit consisting up to eight deputies with a Squad Leader.

Executive Officer – Assistant Platoon Leader responsible for administrative functions.

Mobile Field Force (MFF) – A unit responding to major critical incidents, including Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) devices. The unit is comprised of one Platoon Commander, one Executive Officer and four squads.

Radio Telephone Operator (RTO) – An employee trained in emergency radio operations and tactical communications.

Special Response Team (SRT) – A component of the ESU responsible for providing a specialized tactical response to high risk incidents.
Procedures

I. General

A. In order to be selected for the ESU or any component of the ESU, a sworn employee must successfully complete a testing process that may include, but is not limited to, the following:

1. Written test;
2. Practical exercise;
3. Physical ability test;
4. Oral interview; and
5. Firearms qualification

A. An employee who resigns from the ESU may request reinstatement if the request is received within six (6) months of the resignation.

B. An employee, who has resigned from the ESU for more than six (6) months, may re-apply after one (1) year from the separation date. Applicants must participate in and successfully complete the ESU selection process along with all new ESU applicants.

C. The ESU Coordinator shall ensure a fair and equal rotation of assignments for all ESU employees.

II. Uniform/Equipment

A. ESU employees are issued additional specialized equipment.

B. It is the sole responsibility of the ESU employee to ensure that their equipment is maintained in working condition at all times.

C. Any lost or broken ESU-issued equipment must be reported to the ESU Coordinator or designee immediately.

D. Equipment issued by the ESU shall be returned to the ESU Coordinator or designee immediately upon separation from the unit.

E. Crisis Negotiation Team employees and Radio Telephone Operators shall wear Class “B” uniforms during call outs, unless otherwise directed through an operation order.

III. Training

A. ESU employee must complete entry level unit training and successfully pass all subsequent training.
Emergency Services Unit

B. ESU and SRT employees must successfully complete the unit’s annual firearms qualifications.

C. SRT employee must successfully complete all POST specialized tactical training, and any subsequent training sessions.

D. CNT employees will maintain training standards that meet the requirements as outlined by Peace Officer’s Standard and Training (POST).

E. RTOs will attend specialized training and any other training curriculum identified by the Department as needed.

F. ESU employees are required to train with an Air Purifying Respirator (APR), and be able to function in Level “C” Personal Protective Equipment (PPE).

IV. Status

A. Active duty status

1. ESU personnel on full duty with no restrictions are on active status.
   a. Pregnant ESU employee will retain active duty status, but may be limited in their assignment and/or duties.

2. Active duty status employees are ready for assignment to ESU training and operations.

3. Employees must continue to maintain the minimum requirements for participation in ESU. The requirements include, but are not limited to:
   a. Completion of all required ESU training;
   b. Firearms qualifications;
   c. Performance of all functions required by an ESU assignment;
   d. Maintenance of a current and completed Critical Information Sheet with the ESU Coordinator;
   e. Response to all ESU pages;
   f. Response to all ESU deployment

B. Restricted duty status

1. ESU employees may be placed on restricted duty status for one or more of the following:
Emergency Services Unit

a. the ESU employee unable to meet the minimum qualifications pertaining to the Air Purifying Respirator (APR), Personal Protective Equipment (PPE) and/or Respiratory Protection Program (RPP).

(1) ESU employee must obtain medical clearance by the next scheduled training qualification, or the member will be placed on inactive duty status.

(2) Failure to complete ESU annual training.

(3) Failure to complete and maintain minimum ESU qualifications.

2. An ESU employee on restricted duty status may have his/her assignment limited or restricted by his/her ESU supervisor.

3. An ESU employee sustaining an on-duty-injury shall remain on restricted duty status until he/she is returned to full duty without restrictions.

C. Inactive duty status

1. ESU employees are placed on inactive duty status for one or more of the following reasons:

a. A request from the employee to be placed on inactive duty status

   (1) The request is for a maximum of six (6) months, and this voluntary inactive duty status is only permitted once per a five (5) year period.

   (2) ESU employees on restricted duty status for more than six (6) consecutive months for reasons other than disability

2. An ESU administrative employee shall notify the Payroll Unit whenever employees are placed on inactive duty status or returned to active duty status.

3. ESU personnel on inactive duty status will not receive ESU premium pay.

D. Approved Department leave status.

1. ESU employees on Department approved leave shall:

   a. Retain their active duty status, and

   b. Be excused from all ESU activities/duties during his/her leave.

V. Counseling

A. ESU employees may be counseled for, including but not limited to, the following:
Emergency Services Unit

1. Failure to reply to an ESU supervisor after being paged, faxed, sent an inter-office memorandum or telephone messaged;
2. Unexcused absence from scheduled ESU training; or
3. Unexcused absence from an ESU deployment.

VI. Removal from the ESU

A. Employees can be removed from the ESU for any violation of this policy, violation of any Department policies and procedures, or any activities that reflect negatively on the Department. Employees may be removed from the ESU for, including but not limited to, the following:

1. Unexcused absence from Halloween and New Year’s Eve EWW assignment;
2. Inability to comply with the Occupation Standard Health Agency (OSHA) Respiratory Protection Program (RPP);
3. Receipt of a sustained reprimand or suspension
4. Any employee who fails to attain active duty status after six (6) months on inactive duty status;
5. Any supervisor may submit, in writing, a request for the removal of an employee from the ESU;
   a. The request must be specific in nature and must cite reasons why the supervisor is requesting the removal.
   b. The ESU Coordinator will forward the request to the Field and Support Services Assistant Division Commander. The Assistant Division Commander shall review the removal request and issue a decision within seven (7) days of receiving the request.

VII. Appeal process

A. ESU employees may appeal, in writing, the removal decision from the ESU to the Field and Support Services Division Commander within seven (7) days of notification of the decision.

1. The Division Commander will conduct a review of the request for removal.
2. The Division Commander will schedule a hearing with the ESU employee within seven (7) days of receiving the appeal.
3. ESU employees are entitled to have a union representative present at this hearing.
4. The Division Commander will issue a written decision within seven (7) working days of the hearing.
B. ESU employees may appeal the Division Commander's decision to the Sheriff or his/her designee within seven (7) days of notification of the decision.

1. The Sheriff or his/her designee will issue a final written decision within seven (7) days from receipt of the appeal.
POLICY: The Sheriff's Department shall maintain specifically identified units as "Satellite Units". Assignment to and transfer out of these units will be made in accordance with this policy and procedure. This policy supersedes any other memo, tentative agreement, policy, or other directives either written or verbally.

PURPOSE: To provide guidelines for the Department and deputy sheriffs in respect to Satellite Assignments.

DEFINITION:

Satellite Assignment: Satellite assignments are defined as certain identified sheriff's units to which a deputy sheriff can apply, according to specific guidelines, and be assigned for a designated amount of time.

Request for Satellite Assignment Form: The standard authorized department form that is to be used by 8302 and 8304 deputy sheriffs to indicate their interest for a transfer to a particular satellite unit.

Satellite Assignment Eligibility List: A list of names of deputy sheriffs who meet the eligibility criteria for assignment to a satellite unit, arranged in order by seniority and active for six (6) months from the date the announcement period closed. A separate list will be prepared and maintained for each satellite unit by the Personnel Section and is available for review by any department member upon request.
Satellite Assignment

I. General:

A. Length of Satellite Assignments:
   1. The length of a satellite assignment shall be five (5) years.

B. Adjustment of Satellite Rotation Dates:
   1. As of October 1, 2003, rotation dates for those deputies currently in rotating positions in satellite units will be extended by two years.

C. Identification of Satellite Assignments:
   1. The following units are designated as satellite units:
      a. Alternative Programs
      b. Backgrounds
      c. Community Assessment and Referral Center (CARC)
      d. Central Warrant Bureau (CWB)
      e. City Hall Security (CHS)
      f. Civil Section
      g. Classification Unit
      h. Emergency Communication Department (ECD)
      i. Institutional Patrol Unit (IPU)
      j. Transportation Unit
      k. Ward 7D/7L
      l. Court Services

D. The Department and the Association will meet and confer regarding the restructuring, merger, closure, or creation of satellite units, or the implementation of alternative shifts or schedules within those units.

E. Consistent with existing operations, staff assigned to a satellite may be detailed to another unit or facility based on staffing needs.
   1. Credit in the original satellite unit will be added when the employee is involuntarily detailed from their assigned unit for consecutive twenty (20) work shifts or more in any calendar.

II. Court Services Unit

A. Court Services will retain fifty percent of their positions as non-rotating assignments and the remaining fifty percent will be rotating assignments for 8302 and 8304 deputy sheriffs. The fifty percent number will be assessed by the overall number of budgeted positions in the Court Services Unit minus one (1) Captain, one (1) Lieutenant, two (2) Sergeants, and two (2) Senior Deputies.
Satellite Assignment

B. Incumbent 8306 Senior Deputies in non-supervisory positions shall count toward the fifty percent of non-rotating positions at the time of implementation. Once the 8306 incumbent Senior Deputy leaves the unit, that non-rotating position will be open for an 8304 deputy sheriff.

C. Incumbent 8304 Deputy Sheriffs in rotating positions will be invited to apply for the remaining non-rotating positions and be selected based on their departmental seniority.

1. The initial fifty percent non-rotating positions shall be selected by December 31, 2004.

2. In the event there is not enough interested staff to fill the non-rotating positions, those positions will remain rotating until a qualified individual within the unit applies.

D. 8302 Deputy Sheriffs are not eligible for non-rotating satellite assignments.

III. Request for Satellite Assignments

A. In February and August of each year, the Personnel Unit will post an announcement inviting all eligible deputy sheriffs to apply for the satellite units of their choice.

1. The announcement will be posted for a minimum of two (2) weeks and will contain the following information and instructions:

   a. All requests must be submitted on the approved “Request for Satellite Assignment” form.

   b. The “Request for Satellite Assignment” form will list all currently designated satellite units.

   c. Each deputy applicant may indicate interest in one or up to a total of three (3) satellite units.

      i. any form with more than three (3) units selected will be removed from consideration.

   d. The closing date and time for the requests must be received by the Personnel Unit.

   e. Requests may only be for a satellite unit and may not include a particular shift/watch or day off selection.
Satellite Assignment

f. A list of all eligible applicants will be established and remain in effect for six (6) months from the closing date of the announcement.

IV. Satellite Selection Eligibility

A. Any 8302 or 8304 deputy sheriff is allowed to apply for satellite assignments, provided they meet the following criteria:

1. Have the most recent Employee Performance Evaluation reflect a rating of “Competent and Effective” in all areas including attendance and punctuality.
   a. Most recent is defined as an evaluation prepared no more than twelve (12) months prior to the closing date of the satellite announcement.
   b. In the event that an evaluation has not been completed per section (a) above, a rating of “Competent and Effective” will be automatically assumed.

2. Have used no more than ninety-six (96) hours of sick pay, with or without medical verification during the 12-month period prior to the closing date of the satellite assignment.
   a. Sick pay used as a result of an authorized leave, which has been approved by the Sheriff, will not be counted toward the calculation of the allotted ninety-six (96) hours.

3. Have successfully passed Advanced Officer Training during the preceding 12-months and meet the current departmental criteria for carrying a firearm.

4. Possess a valid California driver’s license.

5. Applicants with any suspensions in the past two (2) years may be excluded from consideration. Written reprimands may weigh heavily against selection as well.

V. Processing Requests and Establishment of the Satellite Assignment Eligibility List

A. Receipt of Requests

1. The Personnel Unit will provide each deputy who submits a “Request for Satellite Assignment” form with a written receipt indicating the date the request was received by the Personnel Unit.
Satellite Assignment

2. Deputies that meet the eligibility for selection to a satellite unit on the final day of open enrollment will be placed, in seniority order, on the list for each satellite in order of the following categories:
   a. All 8304 deputy sheriffs who have completed a twelve (12) consecutive month minimum tour of duty in a non-satellite assignment
   b. All 8304 deputy sheriffs who have served less than a twelve (12) consecutive month tour of duty in a non-satellite assignment
   c. All 8304 current incumbents wishing to remain in their satellite and who are within a six (6) month period of ending their satellite rotation
   d. All 8304 deputy sheriffs who wish to transfer from one satellite assignment to another satellite assignment
   e. All 8302 deputy sheriffs
   f. In the event there are no specific requests for specific satellite assignments from eligible applicants, the department will select the least senior deputy sheriff for an involuntary transfer to that assignment

VI. Assignments by the Personnel Section to Satellite Assignments

A. All open deputy positions in satellite units will be filled using the current Satellite Eligibility list for that specific satellite unit.

B. The Personnel Unit will notify deputy sheriffs in writing as they are selected for satellite unit openings.

1. Notifications will be addressed to the deputy and provided to the Facility, Section, or Unit Commander for personal delivery to the deputy sheriff

2. Upon receipt of the notification of assignment, the deputy
   a. is responsible for notifying the Personnel Unit of their decision
   b. will have twenty-four (24) hours to either accept or reject the assignment

3. Once the deputy accepts the requested satellite assignment they cannot then decline the position.
4. If the deputy does not accept the first satellite assignment offered,
   a. it will be considered a waiver for that specific satellite assignment
   b. his/her name will be removed from the eligibility List for that
      satellite assignment for the remainder of the six (6) month period
   c. his/her name will remain active on other satellite lists during the
      six (6) month period.
   d. he/she may reapply during the next “open Enrollment” period

5. When a deputy accepts transfer to the selected satellite unit, his/her name will
   be removed from all other satellite assignment Eligibility Lists.

6. The Personnel Section will prepare a transfer letter and send it to the Deputy
   Sheriff in accordance with the current MOU provisions.

VII. Transferring out of a Satellite Unit

A. A deputy sheriff leaving a satellite unit due to normal rotation or at his/her own
   request shall be allowed to bid for any open non-satellite jail assignment.

B. A deputy sheriff who is removed from a satellite due to discipline, shall be
   transferred to a non-satellite jail assignment based on the needs of the department.

C. Deputies voluntarily or involuntarily transferred from a satellite assignment shall
   work one (1) year in a non-satellite jail assignment prior to being eligible to be
   selected for a satellite assignment, unless it meets Title V, Section A, Subsection
   2b of this policy.

VIII. Removal from a Satellite Assignment

A. Personnel may be removed from a satellite unit for cause, or for one or more of
   the following reasons:

   1. Receipt of a performance related sustained Letter of Reprimand or
      suspension.

   2. Failure to maintain “Competent and Effective” in all categories on the
      annual evaluation.

   a. A supervisor must give the employee a remediation plan and a
      chance to raise his/her rating prior to removal from the unit. The
      plan will be provided to the deputy prior to the evaluation being
      completed in order to allow the employee a chance to improve.
3. Failure to pass Advance Officer Training or firearms qualifications when the firearm is removed from the deputy due to this failure.

IX. Modified Duty/Disability/Leaves in Satellite Assignments

A. Deputies who are on modified duty, disability, or any type of paid or unpaid leave except those called to active military duty will not have their time extended in the satellite assignment beyond their original satellite rotation date.

Policy is effective July 1, 2006
San Francisco Sheriff's Department
Request for Satellite Assignment Form

Today's Date: _______________________

Last Name: ________________________ First Name: ________________________ Star #: ________________________

Your current assignment: ________________________ Shift: ________________________ RDO's: ________________________

- Select a maximum of three (3) assignments by placing a check in the corresponding box (See satellite posting regarding applicant selection process).

  Alternative Programs  □  Central Warrants Bureau  □
  Backgrounds  □  Emergency Communications (CAD 911)  □
  CARC  □  SFGH - Ward 7L/7D  □
  City Hall Security  □  Sheriff's Institutional Patrol Unit  □
  Civil  □  Transportation  □
  Classification  □
  Court Services  □

__________________________  ________________________  ________________________
Employee's Signature  Star #  Date

___________________________________________  Personnel Only
Date received in Personnel: ________________________  Received by: ________________________
Seniority Date: ________________________

□ Qualified  □ Not Qualified: ________________________
Reviewed by: ________________________

Personnel: 1-42
MND 06/13/2004
POLICY:  In order to make appropriate decisions in matters of employee discipline, the Administration will occasionally require the services of special investigators. These investigators comprise a unit that shall be known as Internal Affairs.

PURPOSE:  The purpose of Internal Affairs is to provide the Administration with information that will facilitate findings and dispositions in matters relating to employee conduct, performance of duties, and adherence to policy and procedure.

NATURE OF INVESTIGATIONS:

Essentially, investigators perform research functions, as opposed to disciplinary functions. Investigation is not necessarily a component of each and every instance of discipline. In fact, discipline can be imposed on the basis of information that comes from various sources, such as: Incident Reports, Memoranda, criminal proceedings, verbal or written complaints, observation, and other appropriate sources. Investigations, then, are just one means utilized by the Department’s Chief Administrators to arrive at conclusions when examining matters involving potential employee discipline.

Citizen’s complaints against personnel may be referred to Internal Affairs, or may be resolved by means of other appropriate mechanisms, such as: referral to the Ombudsman, to a Unit Commander, or to an outside agency, direct Administrative action without investigation, or other suitable means. As investigation by Internal Affairs, then, is only one method by which the Department complies with the requirements of Penal Code Section 832.5.

ORGANIZATION:

Internal Affairs is a unit within the Administrative Division. The Assistant Sheriff appoints the manager of Internal Affairs. For administrative purposes, the
manager reports to the Assistant Sheriff. For operation purposes, the manager reports to the Assistant Sheriff, Undersheriff, and the Sheriff.

Investigators are appointed by the Assistant Sheriff and supervised by the manager of Internal Affairs.

PROCEDURE:

I. Internal Affairs

A. Internal Affairs will accept complaints from any source. Complaints are allegations, or expressions of dissatisfaction, involving any of the following areas:

1. Misconduct
2. Off-duty misconduct
3. Negligence
4. Unsatisfactory job performance
5. Failure to follow policies and/or procedures
6. Criminal conduct

B. Complaints may be citizens, prisoners, ex-prisoners of our jails, employees, other public agencies or their representatives, or private agencies or their representatives.

C. Investigations are inquires into complaints for providing sufficient information to the Administration to enable it to arrive at an appropriate finding and disposition regarding each complaint.

1. Investigations are also inquiries into issues, activities, events, or occurrences, which require administrative review and which would result in employee discipline due to misconduct, off-duty misconduct, negligence, and unsatisfactory job performance, failure to follow policies and/or procedures, or criminal conduct.

D. Investigations will only be conducted when authorized by the Assistant Sheriff, Undersheriff, or Sheriff.

1. Investigations may be initiated by investigators without specific authorization, when circumstances dictate (e.g. nights, weekends, or unavailability of chief administrators). However, authorization to investigate must be sought and obtained at the earliest reasonable time.
E. For purposes of record-keeping, preliminary investigations will not, in and of themselves, be deemed to have been formal Internal Affairs investigations. For purposes of procedure only, preliminary investigations are considered to be Internal Affairs Investigations. Preliminary Investigations are of two kinds.

1. Investigations initiated without specific authorization, due to circumstances, and
2. Initial inquiries to determine whether a full, complete investigation is needed.

F. Informal Investigations are inquiries, which, although they are handled by Internal Affairs investigators, are not deemed to be formal Internal Affairs Investigations. The purposes of such inquiries are:

1. To handle relatively minor matters in the most expeditious manner;
2. To protect employees from having personnel records that contain complaints that are insignificant, minor, frivolous, or unfounded.
3. To permit the broadest possible range of departmental responses to complaints and/or problems.

G. Formal Investigations are Internal Affairs Investigations, which are distinguished from preliminary investigations, Informal Investigations, and all other departmental investigations in that, they:

1. Have been authorized only by the Assistant Sheriff, Undersheriff, or Sheriff.
2. Have been assigned a case number.
3. Have been conducted by a member (permanent or temporary) of Internal Affairs staff;
4. Result in a formal finding and disposition;
5. Require the Department's adherence to the Public Safety Officers Procedural Bill of Rights Act.

H. Public Safety Officers Procedural Bill of Rights Act: Internal Affairs Investigations (Formal Investigations) will be conducted in compliance with sections 3300-3311, Chapter 97, Division 4, Title 1, of the Government Code.
I. All complaints received by Internal Affairs will be submitted to the Assistant Sheriff and/or Undersheriff for administrative review and instructions, at the earliest practical time.

J. Investigators will be assigned cases by the unit manager. They will advise the manager in the event that they are assigned a case directly by the Assistant Sheriff, Undersheriff, or Sheriff.

1. Employees under investigation may not decide which investigator will, or will not handle their respective cases. Their preferences may be considered, but will not be determinative.

2. Employees not normally assigned to Internal Affairs may be called upon to assist in an investigation or to be the principal investigator. Under such circumstances, these employees are deemed to be Internal Affairs investigators and are subject to the supervision of the manager of Internal Affairs.

K. Investigations will be completed as soon as possible, on a priority basis. There is no set length of time by which any given case must be completed, unless a deadline is stipulated by either the manager of Internal Affairs or one of the three chief administrators of the Department. An investigator’s caseload will have a significant affect on the completion date for any particular investigation.

L. Investigative priorities will be determined by the Internal Affairs manager. The manager will set priorities in keeping with the directives of the Department’s chief administrators.

M. Report format will be adapted to the nature of the issue or problem under investigation.

1. All reports will be reviewed and approved by the manager of Internal Affairs prior to being submitted to the Undersheriff.

2. All completed formal reports will be submitted to the Undersheriff for action.

3. When action has been taken, reports will be administratively closed out.

4. No completed formal report will be closed out without a formal finding and disposition, which shall be in writing and shall be noted on the cover sheet of the report.

N. All Internal Affairs records and reports are maintained in the Internal Affairs office and shall not be destroyed without the knowledge and permission of the
Internal Affairs Policy and Procedure

Assistant Sheriff. Records will be kept a minimum of five (5) years and generally will be kept indefinitely.

O. The following kinds of findings are available to the Administration:

1. **Unfounded**: Investigation established that the act or acts complained of did not occur.

2. **Exonerated**: The act which became the basis for investigation occurred, however, the act was justified, lawful or proper.

3. **Not Sustained**: The investigation did not disclose sufficient evidence to clearly establish the allegation or to conclusively disprove the allegation.

4. **Sustained**: The investigation disclosed sufficient evidence to establish the allegation made.

5. **No Finding**:
   a. Complainant failed to disclose information to further the investigation.
   b. Complainant failed to cooperate with the investigation.
   c. Complainant involves another agency instead of our own.
   d. Complaint withdrawn
   e. Complainant and/or critical witnesses not available.

P. Action taken on a report may include the following:

1. No further action;

2. Counseling;

3. Disciplinary action;

4. Or, any other action deemed appropriate by the department’s chief administrators.

Q. Internal Affairs Investigations are not criminal investigations, although various forms of employee misconduct may also constitute criminal conduct.

1. Internal Affairs Investigations will generally be conducted separately from any criminal investigation.
2. Investigators will cooperate with criminal investigations to the extent permitted by statutory law, case law, and administrative judgment.

3. Investigators may, but do not necessarily have to, defer, delay or postpone an Internal Affairs Investigation pending the results of a criminal investigation. Such postponement is an administrative option.

4. The results of criminal investigations or criminal proceedings are not deemed to be binding as to internal matters of employee discipline, except that convictions or pleas of either “guilty” or “no contest” in criminal proceedings constitute conclusive evidence of employee misconduct.

R. Investigators will make no findings or dispositions in matters under investigation.

1. Investigators will make no written recommendations for disciplinary action in matters under investigation.

2. Investigators may, if asked by a chief administrator, express his/her point of view about a case.

3. In so far as possible, an investigator may attempt to reconstruct an incident, based on his/her evaluation of testimony and other forms of evidence. Such reconstruction is in keeping with an investigator’s duty to assist the chief administrator in determining the truth about a matter under investigation.

4. Investigators may make recommendations for disciplinary action when employees refuse or fail to cooperate with an investigation, make false or misleading statements, or otherwise obstruct an investigation.

5. Investigators may make recommendations for disciplinary action when they themselves are the principal witnesses to misconduct.

S. As soon as practical, Internal Affairs investigators will attend a POST-certified course on Internal Affairs Investigations.

1. Annually, investigators should attend training in areas relating to investigations, interviewing and interrogation techniques, employee discipline, or related areas.

T. The manager of Internal Affairs shall belong to, and shall represent the Department to the California Association of Internal Affairs Investigators.

1. Other investigators are encouraged to become members of CAIAI.
Internal Affairs Policy and Procedure

U. All Internal Affairs business is considered confidential. Disclosure of information should be based on one of the following rationales:

1. Need to Know
2. The interest of the Department
3. Business necessity
4. Legal process

V. An investigator is not to be assigned to a case if such an assignment would pose a conflict of interest issue; if the investigator believes that he/she cannot be impartial and unbiased; or if the investigator does not have sufficient skills to adequately investigate the case.

W. All Department members will accept Internal Affairs type complaints from any source, whether made in person, by mail, by telephone, or anonymously.

1. All Internal Affairs type complaints will be forwarded to Internal Affairs as soon as reasonably possible, but within four (4) calendar days.

2. Internal Affairs investigators shall be notified immediately of a complaint or of information involving:
   a. Criminal acts
   b. Discharge of firearm
   c. Conduct, which might reasonably necessitate the immediate suspension of an employee pending the outcome of an investigation, such as: presenting a danger to self or others; assaults; ongoing insubordination.

X. With the permission of any of the chief administrators, the manager of Internal Affairs may close investigations for administrative reasons. In these circumstances, findings and dispositions are not required. Where such action is taken, the specific reason or reasons for closure will be noted in the investigative file.

Y. Internal Affairs is not required to investigate any given complaint or issue, unless directed by one of the department’s chief administrators. Additionally, Internal Affairs may not investigate a complaint or issue without such authorization, except as provided for by these policies and procedures.
Internal Affairs Policy and Procedure

Z. Internal Affairs staff may evaluate complaints, information and issues, and refer them to unit commanders for preliminary investigation or other action. This essentially becomes a screening function, and serves to permit a wide range of responses to the department to any problem related to employee discipline.

1. When Internal Affairs, or one of the chief administrators, refers a complaint or information or an issue to a unit commander for preliminary investigation, such investigation shall not be deemed to be an Internal Affairs Investigation. Even so, such an investigation could lead to employee discipline. The purpose of such an investigation is to determine whether a problem, complaint, or issue may be resolved without the utilization of Internal Affairs.

2. Referral to a unit commander for action other than preliminary investigation also takes a complaint, problem, or issue outside the scope of an Internal Affairs matter.

II. Employee Cooperation

A. Employees are required to cooperate with Internal Affairs in keeping with ethics as specified in U.S. 86-066, dated April 25, 1986, and as otherwise required by Department Policies and Procedures, Rules and Regulations.

1. An employee under investigation will be notified of such investigation at a time to be determined by Internal Affairs, given the nature of the issues and problems under examination. Normally, notice will be given when investigators schedule employees under investigation for interview.

2. Employees are not permitted to divulge to an employee that he/she is under investigation, unless clearance is received from Internal Affairs or from one of the chief administrators.

III. Other Assignments

A. Permanent Internal Affairs staff are members of the Department’s Fugitive Detail, along with staff from Investigative Services and other persons designated by the Assistant Sheriff. The manager of Internal Affairs/Investigative Services is in charge of the Fugitive Detail.

B. Internal Affairs staff normally will also serve as criminal investigators and background investigators, and may have other duties as well.

IV. Departure from these Policies and Procedures

A. Internal Affairs investigators are to be guided by these policies and procedures. Any departure from them must be approved by one of the chief administrators, or
by the attorneys for the Department. Such approval will, if possible, always be
sought prior to an action that falls outside the provisions of policy and procedure.
These procedures are not ends in themselves, but are intended to facilitate the
disciplinary process. It is recognized that written rules cannot address every
conceivable problem, which might arise in the course of an investigation. The
chief administrators, therefore, retain the authority to grant variances from
unusual practices, when such variances appear to serve the interest of the
Department.
POLICY:

It is the policy of the San Francisco Sheriff's Department that watch commanders make immediate contact with Investigative Services and Internal Affairs as outlined in this policy and procedure.

PROCEDURE:

1. Immediate Notification

   A. Watch Commanders will immediately attempt to notify Investigative Services as soon as they become aware of the following types of incidents:

      1. Riot or major disturbance
      2. Death of a prisoner
      3. Assault of an employee by a prisoner, resulting in injury to the employee requiring hospitalization
      4. Assault of a prisoner by another prisoner, resulting in injury requiring hospitalization
      5. Sexual assault or attempted sexual assault of a prisoner
      6. Escape or attempted escape of a prisoner

   B. Watch Commanders will immediately attempt to notify Internal Affairs as soon as they become aware of the following types of incidents:

      1. Escape or attempted escape of a prisoner
2. An employee under the influence of alcohol or drugs while on duty.

3. Firearm discharge by an employee (other than authorized training periods or as allowed for private citizens by law).

4. Arrest or detention of an employee by any law enforcement agency.

5. An incident or complaint (from any source) of excessive force or brutality on the part of any employee.

C. Those supervisors who supervise employees that are not assigned to a jail facility will immediately attempt to notify Internal Affairs as soon as they become aware of any of the types of incidents listed in section I.B., above, involving any of their subordinates.

II. Required Notification

A. Whenever any employee becomes aware of an incident, citizen’s complaint, or prisoner’s complaint involving employee misconduct (other than those types of incidents described in section I.B., above) the employee will have 24 hours to:

1. Send notification to the Undersheriff through the chain of command, or

2. Notify Internal Affairs directly.

III. Procedures for Attempting to Notify Investigative Services or Internal Affairs

A. Whenever employees are attempting to notify Investigative Services or Internal Affairs, they will first telephone the Investigative Services – Internal Affairs office during the hours of 0800 until 1700 Monday through Friday.

1. If the employee cannot contact an investigator or the investigative section, the employee will leave a message stating who called, the time and date of the call, and the topic of the call with an investigator from the other investigative section.

   a. If an investigator from one investigative section receives an urgent call for an investigator from the other investigative section, the investigator who received the call will be responsible for having the other investigator radioed or paged immediately.

   b. If the investigator who received the phone call cannot contact an investigator from the other investigative section, the investigator who received the call may go to the location of the incident and perform the preliminary investigation.
B. If the employee cannot contact an investigator from either investigative sections at the Investigative Services of Internal Affairs, and at hours other than 0800 through 1700 hours Monday through Friday, the employee will leave a message with CJ# 2 personnel, stating which investigator the message is for, who the investigator is to contact, the reason for the message, and the date and time the message was left.

C. The employee at CJ# 2 who received the message will either send the message then, or immediately notify the watch commander who will then assign another employee to send the message.

D. The employee sending the message will first attempt to contact the investigator via the Department two-way radio (being sure to log the radio call in the Central Communications Log Book) but if no response is received within two (2) minutes, the employee will page the investigator.

1. Investigative Services is paged by dialing After the number is dialed and rings, there will be a "beep" then the caller will have five (5) seconds in which to leave a message stating what number to phone, before there is a second "beep" signaling the end of the message-taking period.

2. Internal Affairs is paged by dialing After the number is dialed there will be ringing followed by several "beep" tones, then a "busy signal", after which the caller will hang up and wait for the paged party to phone CJ# 2.

E. If the employee assigned to contact the investigator cannot contact an investigator from the requested investigative section within thirty (30) minutes, the employee will then attempt to contact an investigator from the other investigative section, and leave the message with that investigator.

1. If an investigator from the other investigative section is contacted, that investigator may go to the location of the incident and perform the preliminary investigation.

IV. Excessive Force and Brutality Complaints

A. Whenever a watch commander becomes aware of an incident, citizen’s complaint, or prisoner’s complaint, involving employee excessive force or brutality during the watch, the watch commander will have the alleged victim(s) immediately examined by personnel from the Department of Public Health.
V. Employee Misconduct

A. Whenever an investigator from the Investigative Service section is investigating an incident, and the incident or portion of the incident reasonably appears to involve employee misconduct, the investigator will turn over the incident or employee misconduct portion of the incident to Internal Affairs for investigation.
POLICY: The San Francisco Sheriff's Department (SFSD) shall observe, enforce and comply with all legal and regulatory authority providing county jail prisoners with specific rights. To this end, the SFSD will maintain an office of Prisoner Legal Services (PLS). This unit will assist the SFSD in achieving compliance with relevant federal, state and local regulations, and SFSD policies and procedures, while providing additional legal assistance to prisoners upon request.

PURPOSE: It is the mission of PLS to:
A. Assist prisoners in obtaining meaningful access to the courts.
B. Provide prisoners with information and assistance in legal matters resulting from their incarceration. Ensure that all prisoners have assistance with and access to all available administrative and legal remedies.
C. Assist prisoners and those recently released from custody in overcoming legal barriers to successful reentry.
D. Participate in the development of SFSD policies and procedures that is consistent with the SFSD's commitment to the safe and humane treatment of prisoners and in providing legal services to prisoners.
E. Maintain the SFSD's commitment to the highest degree of transparency, integrity and accountability with regard to the treatment and housing of prisoners.

I. General:
A. Organization and administration
1. PLS Unit: The Director of PLS reports directly to the Sheriff through the Sheriff's Legal chain of command.
2. PLS Director: The Director or a designee shall attend regular management meetings and Custody Division meetings, absent an emergency. Additionally, the Director of PLS will communicate directly with the Chief of Custody to resolve any issues that cannot be resolved through discussion with the facility commanders.
3. PLS Employees: PLS employees and interns report to the Director of PLS.
II. Procedures:

A. Access

1. Jail facilities and prisoners. Barring an articulable safety and security concern, PLS interns and employees wearing proper identification will have access to all areas of all jail facilities and may meet with any prisoner in his/her immediate housing area at any time while conducting PLS business. Any denial of a PLS intern’s or employee’s attempt to access a jail facility, during regular activity, shall be reviewed by the facility or watch commander. In the event a facility or watch commander denies a member of PLS entry, that facility or watch commander will immediately send an email to the Custody Operations Division Chief and Sheriff’s Legal documenting the refusal and the reason for the refusal.

   a. PLS employees are members of the SFSD. All SFSD employees are expected to establish and maintain a high degree of cooperation, to accomplish the SFSD’s mission.

   b. Prisoner access includes all housing areas of the jails including administrative segregation, disciplinary housing, medical housing and high security areas with appropriate safety concerns in place.

   c. PLS employees and interns shall be permitted to communicate with a prisoner housed in a safety cell through a portal in the door and may view the log for the placement.

   d. Communications between PLS employees/interns and prisoners are private. PLS employees and interns shall be afforded space to conduct private interviews and discussions with prisoners in the housing areas. In areas or in circumstances where it is necessary for sworn employees to stand by during a client interview, the sworn employee should attempt to position him/herself in a way that does not compromise security or the privacy of the communication between the PLS employee/Intern and the prisoner with whom they are speaking. PLS employees and interns shall protect clients’ privacy interests at all times unless the disclosure is explicitly or impliedly authorized in order to further the client’s goals, or failure to disclose may lead to the commission of a crime or cause physical injury to another.

   e. PLS interns and employees may hand-deliver legal mail and materials to prisoners. When this occurs, PLS interns and employees shall take these materials to sworn staff for inspection. Such inspection shall be conducted in the presence of the PLS intern or employee. It is not necessary in this case to get a receipt from the prisoner. Mail and materials are subject to the rules against the introduction of contraband but may be fastened with a staple or collated with plastic paper clips.

2. SFSD records

   a. Barring Peace Officer Bill of Rights (POBAR) protections and absent an articulable safety and security concern, PLS employees shall have access to all prisoner paper jail records and to online court and jail management systems relevant to PLS business. SFSD employees shall assist PLS in
obtaining / accessing these relevant records. Access to criminal offender record information (CORI) shall be authorized as stated in California state law and SFSD policy and procedure. The disclosure of any information contained in accessed paper jail and online records shall be limited to that necessary for the performance of PLS duties and responsibilities.

i. In addition to SFSD and employee department wide memoranda as well as that forwarded to all members of the PLS Unit shall be copied on all memoranda intended for distribution to all COD SFSD employees and / or prisoners that pertains to the housing and treatment of prisoners. This also includes memoranda and directives regarding any changes to procedures and policies in the jails, from all divisions, that are intended for distribution, including those that concern a single jail facility.

ii. PLS employees shall not disclose non-public records, privileged or CORI except as authorized by law.

B. Functions

1. Services to the SFSD, administration, and community

   a. Audits and Reports: Upon request of the Sheriff, PLS shall submit a written report regarding specific practices and / or conditions in the jails. This report may include but shall not be limited to audits of the prisoner disciplinary and grievance procedures, use of safety cells, administrative segregation practices, complaints concerning employees, and statistics on and analysis of direct services rendered by PLS.

   b. Participation in Policy and Procedure Development and Review: The Director of PLS, as well as all other members of the Management Team, will receive a draft copy of all policies that are formulated through SFSD Administration, and as such, will be involved in commenting on drafts and engaging in discussions regarding those policies.

   c. Trainings and Education: The PLS Director or his / her designee shall be available to conduct CORE, AO training and other trainings as needed on topics related to the role and duties of PLS.

   d. Request for Proposals (RFPs): Upon request, the PLS Director or his / her designee shall assist in writing and / or reviewing RFPs related to issues or services or conditions of incarceration, in-custody and post release SFSD programs and alternatives to incarceration.

   e. Internship Program: PLS shall maintain a volunteer internship program for law students and undergraduates interested in the San Francisco criminal justice system. Interns shall be cleared by SFSD Backgrounds Unit prior to entry into the county jails.

   f. Continuing Education: The PLS Director and employees shall engage in trainings and the continuing education necessary to remain apprised of current and developing federal, state and local legislation and case law that relates to the housing and treatment of prisoners, alternatives to
Prisoner Legal Services

inocaration, and to reentry programs available to persons being released from county jail.

g. Legislation: Upon request or approval of the Sheriff, PLS shall draft, propose and/or review local and state legislation to further the SFSDs overall mission as it pertains to the housing, treatment, services to in-custody prisoners and the successful reentry of prisoners to the community.

2. Services to prisoners and those recently released from custody

a. Access to Courts

i. Law Library: PLS shall stock and maintain all jail law libraries with current regulatory, statutory and case authorities that pertain to the criminal law and process and to the treatment and housing of prisoners. (These may be available through electronic means as provided by the SFSD) PLS shall provide staffing necessary to conduct regular law library sessions in those law libraries requiring staff supervision.

ii. Legal research: PLS shall provide requested legal research material to prisoner subject to PLS staffing and resources. PLS shall maintain prepared materials that cover the criminal law and process for distribution to prisoners upon request. This will not be sent or considered “Legal Mail.”

iii. Filing Services: Upon request of a prisoner, PLS will assist that person in filing a claim, complaint or pleading in any court or administrative agency as part of the department requirement to provide meaningful access to the courts. PLS employees or interns will not evaluate the merit of the filing, but shall provide information to prisoners to assist them in protecting their rights and seeking appropriate remedies within the parameter outlined in Section B.2.b.ii.

iv. Correspondence: Upon request, PLS shall post for a prisoner at no cost to the prisoner any legal or official correspondence.

b. Direct Services

i. It is the intent of the SFSD through the PLS Unit to provide assistance to prisoners, community programs participants, and those recently released from custody with problems associated with their incarceration. The objective of these services is to mitigate the impact of incarceration on a prisoner, on the prisoner’s family and to remove the barriers to a prisoner’s successful reentry.

ii. Direct Services shall at all times include the following:

a) Filing of Grievances: PLS may receive complaints/grievances from prisoners related to the conditions of their confinement. PLS will forward grievances to the appropriate party in accordance with CODM 7.19.

b) Employee Misconduct: As SFSD employees, PLS employees have the same responsibility to report suspected or alleged employee
misconduct. In that instance, the PLS employee will inform the PLS Director or designee who will forward the details to the Undersheriff with a copy to Sheriff’s Legal. The Undersheriff will contact the Internal Affairs Unit or the Criminal Investigations Unit and request they immediately open a case, if warranted.

c) Illness / Injury: PLS employees and interns may request that medical attention be provided to a prisoner at any time who appears ill or injured at any time.

i. Requests for medical attention shall be made to the facility or watch commander who shall arrange for a medical evaluation as soon as is practical upon receiving the request.

ii. If requested by a PLS employee or intern on behalf of a prisoner, the facility commander or watch commander will ensure photographs of any injuries are taken. The name of the PLS employee or intern requesting photographs and identifying information of the prisoner being photographed shall be documented in an incident report. All photographs taken pursuant to a request by PLS will be sent to Internal Affairs or CIU and shall not be released to the prisoner or PLS without clearance from Sheriff’s Legal.

d) Notary services, including powers of attorney for childcare or financial affairs

e) Assistance with Penal Code section 1381 demands

f) Voter registration and voting services

g) Resolution of release date and hold issues

h) Assistance with review and appeal for Community Program participation.

i) Assistance with maintaining housing whenever possible

j) Assistance with child custody and child support matters

k) Assistance to prisoners representing themselves “In Pro Per” in criminal matters

l) Information pursuant to California TRUTH Act for undocumented immigrants.

iii. At the discretion of the Director, PLS attorneys may provide assistance to prisoners consistent with the PLS duties and goals outlined in this policy, including, but not limited to, matters that involve the preservation of housing, preservation of familial ties and support, the correction of sentencing errors, and the clearing of holds, warrants, detainers that are invalid or are hindering successful reentry.

iv. With the exception of providing the access to court services listed above in B.2.a. Access to Courts, PLS shall not assist prisoners with civil lawsuits in which the City and County of San Francisco, the SFSO, or any employee of either entity is a named
defendant or in matters where the services provided would conflict with the duties and responsibilities of PLS as SFSD employees.

v. A record of services provided shall at all times be maintained and, upon request, a report of services rendered shall be provided to the Sheriff, Undersheriff, Assistant Sheriff and Sheriff's Legal.

III. Forms:
Legal Request Form

IV. Reference:
United States Constitution;
California Constitution;
Penal Code Sections 1381, 2600-2601, 4000-4351 and 11075-81;
Vehicle Code 41500;
California Code of Regulations, Title 15, 1004-1280;
Bell v. Wolfish (1979) 441 U.S. 520;
Bounds v. Smith (1977) 430 U.S. 817;
<table>
<thead>
<tr>
<th>Word</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carry</td>
<td>Decision by the Sheriff or designee authorizing sworn employee to possess or have in their immediate control a firearm.</td>
</tr>
<tr>
<td>Caucus</td>
<td>A recess during negotiations when either the unions' or employer's management bargaining committee needs to discuss an issue in private.</td>
</tr>
<tr>
<td>Chain of Command</td>
<td>An established para-military structure to designate specific lines of authority, accountability and communication.</td>
</tr>
<tr>
<td>Civilian Employee or Non-Sworn Employee</td>
<td>Any person who works for the SFSD, is not a Peace Officer as defined by California Penal Code 830.1 and who receives a salary or wage that is paid whether by, or through, the SFSD regardless of the source of funds, for services rendered to the SFSD.</td>
</tr>
<tr>
<td>Command Staff</td>
<td>Any sworn employee who holds the rank of Lieutenant or above.</td>
</tr>
<tr>
<td>Commander</td>
<td>Any command officer or person in charge of a division / facility / section / unit.</td>
</tr>
<tr>
<td>Contract Employee</td>
<td>Any person who works for an entity (or individually) to provide a service to the SFSD and whose salary in not paid by or through the SFSD.</td>
</tr>
<tr>
<td>Criminal History</td>
<td>Current active arrest charges and arrest circumstances become history after the alleged charges have been dispositioned by the Court of Jurisdiction (dismissed, convicted, etc. or after a subsequent arrest for another non-related offense).</td>
</tr>
<tr>
<td>Critical Incident</td>
<td>An event that may cause individuals to experience a strong emotional reaction that interferes with usual coping skills. The event has a level of trauma which is beyond the normal “living” experiences of those affected. A critical incident is also part of a disaster or event involving major damage and / or multiple victims which requires a full emergency measures response, e.g. natural disasters, civil disorder or a major accident.</td>
</tr>
<tr>
<td>Department</td>
<td>The San Francisco Sheriff's Department herein referred to as SFSD.</td>
</tr>
</tbody>
</table>
### San Francisco Sheriff's Department
#### Policy and Procedure Definitions
##### Chapter 1

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Manuals</td>
<td>Written directives specifying the rules and regulations governing the conduct of personnel and the operation of the SFSD as well as specifying SFSD policies and procedures. All manuals in force in this SFSD are issued by authority of the Sheriff and carry the weight of a General Order. Compliance with provisions of SFSD manuals is required.</td>
</tr>
<tr>
<td>Destruction</td>
<td>Shredding documents including the deletion of records.</td>
</tr>
<tr>
<td>Directive</td>
<td>A written or oral order issued by any supervisor in the course of duty that is not in violation of any law, ordinance, SFSD rule or regulation.</td>
</tr>
<tr>
<td>Director</td>
<td>Equivalent of a Commander</td>
</tr>
<tr>
<td>Disabled</td>
<td>An individual who: has a physical or mental impairment that limits a major life activity; or has a record of such an impairment that is known to the employer; or is regarded as having, having had, such an impairment; or is regarded as having, or having had, a disorder or condition that has no present disabling effect, but that may become a disability.</td>
</tr>
<tr>
<td>Divisions / Facilities / Sections / Units</td>
<td>The administrative components that make up the SFSD.</td>
</tr>
<tr>
<td>Essential Functions</td>
<td>The fundamental duties of a job classification. They do not include marginal duties. They are not necessarily limited to those functions and duties listed on job announcements.</td>
</tr>
<tr>
<td>In Custody</td>
<td>Persons are considered to be in the custody of the SFSD whenever they are under the supervision of the SFSD. This includes, but may not be limited to, all secure facilities and courts and all alternatives to incarceration programs under the Sheriff's jurisdiction.</td>
</tr>
<tr>
<td>Internal Affairs Officers</td>
<td>A sworn employee of any rank, who investigates administrative and criminal complaints.</td>
</tr>
<tr>
<td>Letter of Agreement</td>
<td>A document that sets out and states what has been agreed to, between two persons or organizations.</td>
</tr>
<tr>
<td>Long Term Jail Clearance</td>
<td>A clearance provided by the SFSD after a thorough warrant check and fingerprint check. Such a clearance is provided to individuals who are authorized to provide a continuing service for the SFSD or who require ongoing clearance as a condition of his / her employment. This clearance has an expiration date and must be renewed periodically.</td>
</tr>
<tr>
<td>Management / Labor Meetings</td>
<td>The process where the parties meet to discuss an issue, but do not have to reach an agreement.</td>
</tr>
<tr>
<td><strong>Meet and Confer</strong></td>
<td>Refers to the process where the parties bargain on negotiable subjects and attempt to reach agreement.</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Modified Duty</strong></td>
<td>An assignment made by the Personnel Unit, of no more than 180 calendar days, of employees who are medically unable to perform the essential functions of their job, but who be able to return to full duty within 180 calendar days.</td>
</tr>
<tr>
<td><strong>Need-to-Know</strong></td>
<td>The official purpose for which criminal offender record information (CORI) may be requested and used. The need-to-know for the various requesters is covered in the SFSD of Justice Authorized Agencies List under the certification of the compelling need found in each section.</td>
</tr>
<tr>
<td><strong>Officer-Involved Shooting</strong></td>
<td>Discharge of firearm on duty or discharge of a firearm off-duty. Except accidental discharge of the firearm without injury or shooting at a range.</td>
</tr>
<tr>
<td><strong>Policies and Procedures</strong></td>
<td>Written directives issued by the Sheriff. Policies and procedures remain in effect until amended, superseded or cancelled by the Sheriff. SFSD Policies and Procedures establish policy, procedure, or regulations governing matters which affect the entire SFSD or a large portion of the SFSD. They may be used to amend, supersede or cancel any other rule, regulation or order.</td>
</tr>
<tr>
<td><strong>Post Assignment</strong></td>
<td>A designated work area or station assigned to the employee.</td>
</tr>
<tr>
<td><strong>Prisoner Legal Services</strong></td>
<td>A unit of the SFSD charged with ensuring that the SFSD meets or exceeds federal, state and local mandates with regard to a prisoner's right to access the courts.</td>
</tr>
<tr>
<td><strong>Qualified Job Applicants</strong></td>
<td>An individual with a disability is qualified if he or she satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.</td>
</tr>
<tr>
<td><strong>Reasonable Accommodations</strong></td>
<td>Modifications or an adjustment to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position.</td>
</tr>
<tr>
<td><strong>Revolving Funds</strong></td>
<td>A fund or account whose income remains available to finance its continuing operations without any fiscal year limitations.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Right</td>
<td>In reference to conditions of employment, the term right shall designate those conditions specifically outlined by state or federal law, the City Charter, City Ordinance, City Rules, and respective collective bargaining agreements.</td>
</tr>
<tr>
<td>Right-to-Know</td>
<td>The legal authority granted by statute or court order, for a person or agency to have access to criminal offender record information. Those persons or agencies with a right-to-know are set out in Penal Code 11105.</td>
</tr>
<tr>
<td>Safekeeping</td>
<td>An inmate that the SFSD is holding for another agency.</td>
</tr>
<tr>
<td>Shall / Will / Must</td>
<td>The action is required and mandatory</td>
</tr>
<tr>
<td>SFSD Employee</td>
<td>Any person whose receives a salary or wage which is paid whether by, or through the SFSD regardless of the source of funds for services rendered to the SFSD.</td>
</tr>
<tr>
<td>Superior or Superior Officer</td>
<td>Any employee, sworn or civilian, holding a higher supervisory or command rank, position or classification.</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Any sworn employee of the SFSD, who holds the highest rank, assigned to positions requiring the exercise of immediate supervision over the activities of other employees.</td>
</tr>
<tr>
<td>Sworn Employee</td>
<td>A person, who receives a salary or wage which is paid whether by, or through, the SFSD regardless of the source of funds, for services rendered to the SFSD. / A person, who works for the SFSD, who is a Peace Officer under California Penal Code section 830.1 or for the purposes of this policy and procedure manual only may exercise the powers of arrest codified under California Penal Code section 830.7 as specified in California Penal Code section 816 during the course and within the scope of their employment.</td>
</tr>
<tr>
<td>Watch / Shift / Team</td>
<td>Individuals regularly assigned to a tour of duty, be it eight (8), ten (10), or twelve (12) hours.</td>
</tr>
<tr>
<td>Word</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Advanced Medical Services / Personnel</td>
<td>Trained professionals who can perform emergency lifesaving procedures including the use of advanced procedures such as cardiac monitoring, defibrillation, intravenous drugs and advanced airway management devices.</td>
</tr>
<tr>
<td>Arrest</td>
<td>Taking a person into custody, in a case and in the manner authorized by law. An arrest may be made by a peace officer or by a private person (834 PC).</td>
</tr>
<tr>
<td>Arrest by Private Person</td>
<td>A declaration signed by a private person including the offense committed, location of the incident, day, date, and time and the private person’s assertion as to whether they saw the offense committed or the extent of his / her knowledge.</td>
</tr>
<tr>
<td>Body Fluids</td>
<td>Any fluids secreted by the body.</td>
</tr>
<tr>
<td>Booking</td>
<td>The fingerprinting, photographing, and recording of criminal charges against an arrested person who is not eligible for release by a citation.</td>
</tr>
<tr>
<td>Certificate of Release</td>
<td>In any case in which a person is arrested and released pursuant Penal Code Section 849(b), the person shall be issued a certificate, signed by the releasing officer, describing the action as a detention.</td>
</tr>
<tr>
<td>Citation</td>
<td>A notice to appear, notice of violation, or notice of parking violation.</td>
</tr>
<tr>
<td>Chain of Custody</td>
<td>The sequential order of documented possession of evidence from one person to another, including the times, places, and a purpose of the handlings until it is offered into evidence at trial.</td>
</tr>
<tr>
<td>Civilian Employee or Non-Sworn Employee</td>
<td>Any person who works for the SFSD, is not a Peace Officer as defined by California Penal Code 830.1 and who receives a salary or wage which is paid whether by, or through, the SFSD regardless of the source of funds, for services rendered to the SFSD.</td>
</tr>
<tr>
<td>Code 3</td>
<td>Operation of an emergency vehicle with red lights and siren in compliance with Sections 21055 and 21056 CVC.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Collective Bargaining Agreement</td>
<td>Written, legally enforceable contract for a specified period, between the Sheriff, CCSF and its employees represented by their respective union. It sets down and defines conditions of employment (wages, working hours and conditions, overtime payments, holidays, vacations, benefits, etc.) and procedures for dispute resolution.</td>
</tr>
<tr>
<td>Collision</td>
<td>An unintended event that causes death, injury or property damage involving a motor vehicle in transport (in motion or in readiness for motion) on a roadway (away or place) any part of which is open to the use of the public for purposes of vehicular travel.</td>
</tr>
<tr>
<td>Commander</td>
<td>Any command officer or person in charge of a division / facility / section / unit.</td>
</tr>
<tr>
<td>Communicable Disease</td>
<td>Any disease that can be transmitted from one person to another via the air or body fluid contact, including reportable conditions, identified in the California Code of Regulations, Title 17, Section 2500.</td>
</tr>
<tr>
<td>Community Assessment and Referral Center (CARC)</td>
<td>A city-wide program for arrested non-violent juvenile offenders in San Francisco. CARC provides a single point of entry for crisis intervention, assessment, case management, and referral of arrested youths.</td>
</tr>
<tr>
<td>Consensual Encounter</td>
<td>A face-to-face contact with a person under circumstances which would cause a reasonable person to believe he / she is free to leave or otherwise not cooperate. No legal justification is needed as long as officers is in a place he / she has a right to be.</td>
</tr>
<tr>
<td>Contaminated Material</td>
<td>As defined in the California Code of Regulations, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, amniotic fluid, any other body fluid that is visibly contaminated with blood, such as saliva or vomitus, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids such as an emergency response.</td>
</tr>
<tr>
<td>Continuing Criminal Offense</td>
<td>There was a reasonable likelihood that the offense or offenses would continue or resume. The person to be cited has been arrested for the same offence within the previous 24 hours, and the previous arrest was known.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Contract Employee</td>
<td>Any person who works for an entity (or individually) to provide a service to the SFSD and whose salary is not paid by or through the SFSD.</td>
</tr>
<tr>
<td>Crime</td>
<td>A crime or public offense is an act committed or omitted in violation of a law forbidding or commanding it, and to which is annexed, upon conviction, either of the following punishments: 1. Death; 2. Imprisonment; 3. Fine; 4. Removal from office or 5. Disqualification to hold and enjoy any office of honor, trust or profit in this State.</td>
</tr>
<tr>
<td>Crisis Negotiation Team (CNT)</td>
<td>Sworn Employees specially trained in communications and negotiations attempts to bring incidents to a safe resolution.</td>
</tr>
<tr>
<td>Critical Incident</td>
<td>An event that may cause individuals to experience a strong emotional reaction that interferes with usual coping skills. The event has a level of trauma which is beyond the normal “living” experiences of those affected. A critical incident may also be part of a disaster or event involving major damage and/or multiple victims that requires a full emergency measures response, e.g. natural disasters, civil disorder or a major accident.</td>
</tr>
<tr>
<td>Custodian of Records</td>
<td>The persons responsible for keeping and storing inmate court records in the ordinary course of business for the SFSD. The custodian also retrieves or initiates the retrieval of an inmates jail records pursuant to a subpoena. In litigation, inmate records such as Court Orders, Housing / Booking cards, Visiting Logs, Housing History Reports, etc... are often allowed into evidence with a certificate signed by the custodian of records responsible for the records, verifying the completeness and accuracy of the records or copies thereof.</td>
</tr>
<tr>
<td>Department</td>
<td>The San Francisco Sheriff's Department herein referred to as SFSD.</td>
</tr>
<tr>
<td>Department of Emergency Management (DEM)</td>
<td>A City Department for the City and County of San Francisco. The Department of Emergency Management consists of two divisions.</td>
</tr>
</tbody>
</table>
| **San Francisco Sheriff's Department**  
| **Policy and Procedure Definitions**  
<p>| <strong>Chapter 2</strong> |
| <strong>Department Manuals</strong> | Written directives specifying the rules and regulations governing the conduct of personnel and the operation of the SFSD as well as specifying SFSD policies and procedures. All manuals in force in this SFSD are issued by authority of the Sheriff and carry the weight of a General Order. Compliance with provisions of SFSD manuals is required. |
| <strong>Department Operations Center (DOC)</strong> | The focus is on the internal agency incident management and response. It is often linked to and, in most cases, physically represented in a combined agency EOC by authorized agent(s) for the department or agency. |
| <strong>Deployment / Deployed</strong> | To carry by a sworn employee. |
| <strong>Detention</strong> | A temporary suspension of the persons freedom who is reasonably suspected of having committed, committing or about to commit a crime by submission to the verbal command and / or physical restraint by a sworn employee pursuant to the immediate assessment and development of probable cause or lack there of in order to effect an arrest or release of the subject under investigation. |
| <strong>Direct Order</strong> | Any written or oral order, given directly to a specific employee(s), either sworn or civilian, stating a specific duty or function to be performed by the employee(s) or to prohibit a specific activity or function. |
| <strong>Director</strong> | Equivalent to a Commander |
| <strong>Discharge</strong> | To fire or shoot. |
| <strong>Division of Emergency Services (DES)</strong> | The coordinate of disaster preparation and response planning in partnership with City agencies, nonprofit entities, schools and the private sector. DES also houses the Emergency Medical Services Agency (EMSA), which coordinates all of the components of the City's pre-hospital care system. |
| <strong>Divisions / Sections / Units / Facilities</strong> | The administrative components that make up the SFSD. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dominant Aggressor</td>
<td>The person posing the most serious threat at the scene of a disturbance. The primary aggressor is not necessarily the first disputant to engage in assault behavior, but the one with the most ability and inclination to inflict physical injury. Sworn employees must identify which injuries are due to self-defense and which are offensive injuries. The sworn employees must also look beyond the visual evidence and consider the context of the act of violence by identifying controlling behavior in the primary aggressor and fear in the victim.</td>
</tr>
<tr>
<td>Drive-stun Mode</td>
<td>Electronic Control Device (ECD) – Taser either with or without a cartridge attached when used in the stun gun mode and as pain compliance instead of neuro muscular incapacitation. This is not approved by the SFSD.</td>
</tr>
<tr>
<td>Emergency Services Unit (E.S.U.)</td>
<td>Employees specially trained to respond tactically to critical incidents.</td>
</tr>
<tr>
<td>ESU Coordinator</td>
<td>A supervisor responsible for the general operations of ESU employees.</td>
</tr>
<tr>
<td>ESU Platoon</td>
<td>A unit consisting of up to four squads with a Platoon Leader.</td>
</tr>
<tr>
<td>ESU Squad</td>
<td>A supervisor responsible for the general operations of ESU employees.</td>
</tr>
<tr>
<td>Emergency Vehicle</td>
<td>Every authorized emergency vehicle shall be equipped with at least one steady burning red warning lamp visible from at least 1,000 feet to the front of the vehicle to be used.</td>
</tr>
<tr>
<td>Escape</td>
<td>Flight from lawful secure custody by a subject / inmate, not solely due to a release in error.</td>
</tr>
<tr>
<td>Escapede</td>
<td>A person who intentionally escaped, walked away, or was released in error.</td>
</tr>
<tr>
<td>Evidence</td>
<td>Testimony, objects, writings, or other tangible things presented to a jury to prove the existence or nonexistence of a fact, so that the jury can decide whether a defendant is guilty or not guilty.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>EWW</td>
<td>An acronym referring to an Extended Work Week. This extended work week can consist of expanding a work shift up to a maximum of 16 hours within a 24-hour period. It can also consist of modifying shift schedules for a short period in order to expand shift hours. This terminology can also consist of the cancellation of regular days off for a short period. The extended work week will be identified as to the duration of the change in work schedules and this extended work week shall not exceed the identified period of time necessary to fulfill the SFSF mission objective.</td>
</tr>
<tr>
<td>Executive Officer</td>
<td>Assistant Platoon Leader responsible for administrative functions.</td>
</tr>
<tr>
<td>Exposure Incident</td>
<td>As defined in the California Code of Regulations, a specific contact with blood or other potentially infectious materials by the eye, mouth, non-intact skin, or potential contact of an employee while performing job duties.</td>
</tr>
<tr>
<td>Facility Operations</td>
<td>Written directives issued at the Division or Facility level by the Division Commander or Facility Commander, which incorporate (and remain consistent with) the Department Policies and Procedures, into specific operating procedures for that Division, Facility, Unit, or Section. Division Commanders and/or Directors, or Facility Commanders are responsible for updating these manuals and providing copies to the Training Division.</td>
</tr>
<tr>
<td>Manuals</td>
<td></td>
</tr>
<tr>
<td>Felony</td>
<td>A crime that is punishable with death, by imprisonment in the state prison, or notwithstanding any other provision of law, by imprisonment in a county jail under the provisions of subdivision (h) of Penal Code Section 1170.</td>
</tr>
<tr>
<td>In Custody</td>
<td>Persons are considered to be in the custody of the SFSF whenever they are under the supervision of the SFSF. This includes, but may not be limited to, all secure facilities and courts and all alternatives to incarceration programs under the Sheriff’s jurisdiction.</td>
</tr>
<tr>
<td>Incident Commander</td>
<td>The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.</td>
</tr>
<tr>
<td>(IC)</td>
<td></td>
</tr>
<tr>
<td>Incident Command</td>
<td>The field location where the primary functions are performed.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Post (ICP)</td>
<td>The ICP may be co-located with the Incident Base or other incident facilities.</td>
</tr>
<tr>
<td>Incident Command System (ICS)</td>
<td>A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for many kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.</td>
</tr>
<tr>
<td>Infraction</td>
<td>A crime that is not punishable by imprisonment.</td>
</tr>
<tr>
<td>Investigation (Crime) Scene</td>
<td>The site of an incident that requires an investigation beyond the initial reports submitted by those persons involved in the incident.</td>
</tr>
<tr>
<td>Investigative Services Unit (ISU)</td>
<td>The SFSD unit that investigates administrative and criminal complaints.</td>
</tr>
<tr>
<td>Juvenile</td>
<td>A person under the age of 18 years.</td>
</tr>
<tr>
<td>Lawful Order</td>
<td>Any written or oral directive issued by a superior officer to any subordinate or group of subordinates, in the course of duty, that is not in violation of any law, ordinance or an SFSD rule or regulation.</td>
</tr>
</tbody>
</table>
| Major Investigation (Crime) Scene | A location where the following has occurred:  
a. death in custody / homicide / suicide;  
b. officer-involved shooting;  
c. sexual assault and / or  
d. felony assault(s) resulting in serious or great bodily injury. |
<p>| Marked Unit                   | An authorized emergency vehicle with distinctly marked SFSD decals.       |
| May                           | The action is not mandatory.                                              |
| Memoranda                     | All other inter-office correspondence that does not come under the personnel orders. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misconduct</td>
<td>a. Conviction of any felony or misdemeanor.</td>
</tr>
<tr>
<td></td>
<td>b. Violation of these Rules and Regulations or lawfully issued directives,</td>
</tr>
<tr>
<td></td>
<td>orders, and/or procedures.</td>
</tr>
<tr>
<td></td>
<td>c. For sworn employees - Conduct, on or off duty, unbecoming to a deputy</td>
</tr>
<tr>
<td></td>
<td>(e.g. an arrest, abuse of position, under the influence of alcohol or drugs,</td>
</tr>
<tr>
<td></td>
<td>etc.)</td>
</tr>
<tr>
<td></td>
<td>d. Conduct, on or off duty, which reflects adversely on the SFSO.</td>
</tr>
<tr>
<td></td>
<td>e. Conduct constituting dismissal for cause as that term is used in the</td>
</tr>
<tr>
<td></td>
<td>San Francisco City Charter.</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>A crime that is punishable by imprisonment in the county jail or by fine.</td>
</tr>
<tr>
<td>Mobile Field Force (MFF)</td>
<td>A unit responding to major critical incidents, including Chemical, Biological,</td>
</tr>
<tr>
<td></td>
<td>Radiological, Nuclear and Explosive (CBRNE) devices. The unit is comprised</td>
</tr>
<tr>
<td></td>
<td>of one Platoon Commander, one Executive Officer and four squads.</td>
</tr>
<tr>
<td>Muster Board</td>
<td>A board, located at each facility/section/unit and accessible to employees,</td>
</tr>
<tr>
<td></td>
<td>both sworn and civilian, that contains memoranda, written orders and</td>
</tr>
<tr>
<td></td>
<td>directives, information regarding the SFSO or upcoming events.</td>
</tr>
<tr>
<td>National Incident</td>
<td>Provides a systematic, proactive approach to guide departments and agencies</td>
</tr>
<tr>
<td>Management System (NIMS)</td>
<td>at all levels of government, nongovernmental organizations, and the private</td>
</tr>
<tr>
<td></td>
<td>sector to work seamlessly to prevent, protect against, respond to, recover</td>
</tr>
<tr>
<td></td>
<td>from, and mitigate the effects of incidents, regardless of cause, size,</td>
</tr>
<tr>
<td></td>
<td>location, or complexity, in order to reduce the loss of life and property</td>
</tr>
<tr>
<td></td>
<td>and harm to the environment.</td>
</tr>
<tr>
<td>Non-intrusive Sensor</td>
<td>A search conducted on a clothed person using either a hand-held or walk-</td>
</tr>
<tr>
<td>and Scanning Device</td>
<td>through mechanical device or metal detector or other non-intrusive detection</td>
</tr>
<tr>
<td>Search</td>
<td>device.</td>
</tr>
<tr>
<td>Non-violent Passive</td>
<td>A person not following verbal orders or directions and is not demonstrating</td>
</tr>
<tr>
<td>Individual(s)</td>
<td>any signs of verbal or physical threats.</td>
</tr>
<tr>
<td>Officer in Charge (OIC)</td>
<td>In charge of a specific section with in the Incident Command System. The</td>
</tr>
<tr>
<td></td>
<td>Incident Command System title for a person responsible for one of the</td>
</tr>
<tr>
<td></td>
<td>Command Staff positions of Safety, Liaison, and Public Information.</td>
</tr>
<tr>
<td>Partial Shift</td>
<td>Any work period less than a full shift.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Personal Protective Equipment</td>
<td>As defined in the California Code of Regulations, specialized clothing or equipment worn or used by an employee for protection against a potentially infectious material.</td>
</tr>
<tr>
<td>Physical Body Cavity Search</td>
<td>A physical intrusion into a body cavity, such as the mouth, stomach, rectum, or vagina, for the purpose of discovering any object concealed in the body cavity. This type of search always requires a valid search warrant and must be conducted by medical employees at a medical facility.</td>
</tr>
<tr>
<td>Privilege</td>
<td>Employment conditions for both sworn and civilian employees that are not rights.</td>
</tr>
<tr>
<td>Private Person</td>
<td>Any person who is not currently a peace officer pursuant to 830.1 PC and its included subsections.</td>
</tr>
<tr>
<td>Probationary Employee</td>
<td>Status of civil service employees during a trial period following permanent appointment.</td>
</tr>
<tr>
<td>Procedure</td>
<td>A method of performing an operation or a manner of proceeding on a course of action.</td>
</tr>
<tr>
<td>Professional Image</td>
<td>An individual's appearance which is characterized by or conforms to the standards of a Peace Officer, persons rendering a public service, or other persons representing the SFSD.</td>
</tr>
<tr>
<td>Public Information Officer</td>
<td>An SFSD employee who interfaces with the public and media and/or with other agencies with incident-related information requirements.</td>
</tr>
<tr>
<td>Public Offence</td>
<td>A crime or punishable violation of law of any type or magnitude.</td>
</tr>
<tr>
<td>Pursuit</td>
<td>The attempt to capture an escapee within the first few minutes of an escape, by a posse that patrols the immediate vicinity of an escape and by sworn employees stationed at strategic points in the area near a facility or area of escape.</td>
</tr>
<tr>
<td>Radio Telephone Operators (RTO's)</td>
<td>An employee trained in emergency radio operations and tactical communications.</td>
</tr>
<tr>
<td>Reasonable (Force)</td>
<td>Judged from the perspective of a reasonable officer; examined through the eyes of the officer on scene at the time force was applied; based on the facts and circumstances confronting the officer without regard to the officer's underlying intent or motivation; and based on the knowledge that the officer acted properly under established law at the time.</td>
</tr>
<tr>
<td>Reasonable Accommodations</td>
<td>Modifications or an adjustment to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position.</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Reasonable Suspicion</td>
<td>A degree of knowledge based on specific and articulate facts sufficient to induce a cautious and reasonable officer to believe that an individual is in possession of a weapon or other items of contraband. A hunch, without more, is insufficient. A fact or observation, giving rise to a reasonable inference, is necessary. Reasonable suspicion includes, but is not limited to: Physical observations or information received from a reliable source that indicates that a person is concealing contraband on their person.</td>
</tr>
<tr>
<td>Re-Booking</td>
<td>The decision by the Office of the District Attorney whether or not to file a criminal complaint against an arrested person.</td>
</tr>
<tr>
<td>Release in Error</td>
<td>The release from lawful custody of an inmate through error, lacking an overt act by the inmate.</td>
</tr>
<tr>
<td>Right</td>
<td>In reference to conditions of employment, the term right shall designate those conditions specifically outlined by state or federal law, the City Charter, City Ordinance, City Rules, and respective collective bargaining agreements.</td>
</tr>
<tr>
<td>Rule</td>
<td>A specific prohibition or requirement which is stated to prevent deviation from policy or procedure. Rules allow little deviation other than for stated exceptions.</td>
</tr>
<tr>
<td>Scene Commander</td>
<td>The person of the highest rank at a hostage/barricaded subject incident who has overall responsibility. The Tactical Commander and Negotiation Team Leader report to this person.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Security Search</td>
<td>A search focused on certain areas of the jail facility, including the bunk, clothing, locker, cell, tank, dormitory, or pod, or any other area within the jail facility or on the jail grounds. Inmates located in, leaving, or returning to an area where a security search is being conducted may also be subject to search.</td>
</tr>
<tr>
<td>Shall / Will / Must</td>
<td>The action is required and mandatory</td>
</tr>
<tr>
<td>SFSD Employee</td>
<td>Any person whose receives a salary or wage which is paid whether by, or through the SFSD regardless of the source of funds for services rendered to the SFSD.</td>
</tr>
<tr>
<td>Special Response Team (SRT)</td>
<td>A component of the ESU responsible for providing a specialized tactical response to high risk incidents.</td>
</tr>
<tr>
<td>Standardized Emergency Management System (SEMS)</td>
<td>A system required by California Government Code for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field Response, Local Government, Operational Area, Region, and State.</td>
</tr>
<tr>
<td>Strip Search</td>
<td>A search that requires a person to remove or arrange some or all of his or her clothing to permit a visual inspection of the breasts, buttocks, or genitalia of such person. A strip search may also include a visual inspection of the person's body cavities.</td>
</tr>
<tr>
<td>Subpoena</td>
<td>The usual writ for the summoning of witnesses or the submission of evidence, as records or documents, before a court or other deliberative body.</td>
</tr>
<tr>
<td>Subpoena Duces Tecum</td>
<td>In the modern sense, a subpoena which, in addition to the usual clauses, requiring the attendance of the witness in court to testify, contains clauses directing him / her to produce at the same time for use as evidence in the litigation, certain described books, papers, records, and documents.</td>
</tr>
<tr>
<td>Superior or Superior Officer</td>
<td>Any employee, sworn or civilian, holding a higher supervisory or command rank, position or classification.</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Any sworn employee of the SFSD, who holds the highest rank, assigned to positions requiring the exercise of immediate supervision over the activities of other employees.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Sworn Employee</td>
<td>A person, who receives a salary or wage which is paid whether by, or through, the SFSD regardless of the source of funds, for services rendered to the SFSD. A person, who works for the SFSD, who is a Peace Officer under California Penal Code section 830.1 or for the purposes of this policy and procedure manual only may exercise the powers of arrest codified under California Penal Code section 830.7 as specified in California Penal Code section 836 during the course and within the scope of their employment.</td>
</tr>
<tr>
<td>Unified Command (UC)</td>
<td>An Incident Command System application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior persons from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.</td>
</tr>
<tr>
<td>Use / Used</td>
<td>To remove from holster.</td>
</tr>
<tr>
<td>Walk-away</td>
<td>The flight from a lawful unguarded confinement by an inmate, not due solely to a release in error.</td>
</tr>
<tr>
<td>Watch / Shift / Team:</td>
<td>Individuals regularly assigned to a tour of duty, be it eight (8), ten (10), or twelve (12) hours.</td>
</tr>
<tr>
<td>W.S.U</td>
<td>Warrant Services Unit</td>
</tr>
</tbody>
</table>
San Francisco Sheriff's Department
INTER-OFFICE CORRESPONDENCE
Proposal MC-02/02

To:       Deputy D. Wong-President
          San Francisco Deputy Sheriff's Association

From:    Chief Deputy C. Koepler
          Administrative Negotiation Team

Revised:  10/24/02
          (final)

Subj: County Jail #2/County Jail #3 12-Hour Shift
       Alternative Work Week Agreement

October 24, 2002

Pursuant to the San Francisco Deputy Sheriff's Association's (hereinafter, "Union") request, as provided for under the Collective Bargaining Agreement (CBA), Article III. B., the Department proposes to expand its 12-hour shift alternative work-week program to San Francisco County Jail #2 at 850 Bryant St., 7th floor.

An alternative work-week schedule means employees work longer hours, but fewer days, during a two week pay period. The alternative work-week program will entail seven (7) shifts, each twelve (12) hours in length, within each two week pay period. This totals up to eighty-four (84) hours worked per bi-weekly pay period in conformity with FLSA (29 U.S.C. 207)(a).

Alternative work-week participants must sign an acknowledgement of the alternative work week schedule and their willingness to participate. The form of such voluntary acknowledgement is included in Exhibit 1 attached and incorporated by reference.

1. Shifts

- The 12-hour work shifts shall be from 0700 (7AM) to 1900 (7PM) and 1900 (7PM) to 0700 (7AM).
- Regular Days Off (RDO's) off shall be scheduled as outlined in attached Exhibit 2, incorporated herein by reference.
- The Department may designate a limited number of 8306's and above to continue to work eight (8) hour shifts, 80 hour pay periods, in order to insure continuity of payroll and other administrative tasks.
- During the initial sign-up, 8302/8304's shall choose initial watch/team assignment by Departmental bid seniority.
- From the start date of the pilot program, personnel shall not be allowed to transfer shift, watch, or facility/unit assignment during the first two month (60 day) period of the program.

Page 1 of 10
2. Reassignment

- 12-hour shift facilities shall realign twice annually, on the same schedule as eight-hour facilities. 8302/04 staff assigned to the 12-hour shift may choose, by seniority, either of the RDO patterns offered by the team on the watch to which they are assigned (Example: a deputy assigned to Night Team 1 may realign, by seniority, to Night Team 2). Deputies are not allowed to bid for different watches during realignment (Example: A deputy on Night Team 1 may not realign to a day team slot). Personnel may request realignment to another watch, in writing, through the Department’s existing realignment request process.
- Subject to the approval of the Facility/Unit manager, supervisors are allowed to realign as defined in this agreement.

3. Posts

- The facility will maintain as minimum staffing the total numbers on each team outlined in Exhibit 3 and Exhibit 3A (Post/Staffing designations), incorporated herein by reference. Post assignments may be adjusted at any time to reflect operational needs.
- The Department will make every effort to rotate personnel from housing posts to non-housing posts during the course of the shift.

4. Wages & Benefits

Alternative work-week scheduling does not change the basic terms and conditions of employment with the City.

- Alternative work-week participants' salaries, benefits, and job responsibilities do not change as the result of alternative work scheduling, with the following exceptions:
  1. Overtime will be paid after 84 hours worked in the pay period.
  2. Overtime will be paid for more than 12 hours worked in the shift.
  3. Overtime will be paid after 36 hours worked in the shorter work-week cycle, and after 48 hours worked in the longer work-week cycle.
  4. The additional 4 hours in the pay period are paid at straight time under the FLSA 7K exemption.

- Employees will only be eligible to earn overtime or compensatory time if hours worked exceed the alternative work schedule and only as authorized pursuant to the relevant CBA sections.

- Employees shall be paid for eight (8) hours legal holiday (LH) when a holiday falls on a scheduled work-day and the employee is not required to work. The employee may make up the difference in their work-week by using four (4) hours vacation, compensatory time, or floating holidays. The initial four (4) hours of time used will be deducted automatically from the four hours of “overtime paid as straight time”, paid in addition to the 80 hour pay period.

- When a holiday falls on the employee’s regular day off, the employee will earn eight (8) hours in-lieu holiday time off as provided for under CBA Article III.E.
5. Vacation & Sick Leave

- The employee's participation in the alternative work-week should not have any impact on vacation scheduling; thus, vacation used in conjunction with the employee's regular day off shall not be restricted except as necessitated by the operation of the work unit. Vacation and sick leave accruals will continue consistent with the applicable Charter and Civil Service Rule provisions. Vacation and Sick Leave usage will continue to be tracked on an “hour for hour” basis.

- Each team at County Jail #2 will have a total of 2 vacation slots for 8102/8304's and one vacation slot for 8306's and above. Deputy sheriff's are not allowed to sign up in supervisory vacation slots.

- At County Jail #3, the day watch team will be allotted three (3) 8302/8304 vacation slots and one (1) vacation slot for 8306's and above. On the night watches at County Jail #3, a total of two (2) vacation slots for 8302/8304's and one (1) vacation slot for 8306's and above is allowed. 8302/8304's assigned to County Jail #3 night watches only are allowed to sign up for vacation in the unused “8306 and above” slot except during the months of June, July, and August.

6. Discipline and the Alternative Work Week

- For disciplinary purposes, the week-day is defined as a full shift, be it eight or twelve hours. When assigning discipline for persons working the different shift assignments, the Department will use the equal number of hours for persons receiving the same number of days discipline (i.e. a 30 days suspension for a person assigned to an 8 hour shift is the equivalent of a twenty day suspension for a person assigned to a 12 hour shift. Both equal 240 hours).

7. Breaks & Meal Periods

- Employees shall receive one meal period and breaks to total 1 hour and 45 minutes during the course of the shift. Meal/break times will be assigned by the Department. Fifteen minutes of this time is to compensate for the 15 minute muster period held prior to the watch.

8. Muster Period

- Each watch will muster in a designated area fifteen (15) minutes prior to the start of their shift.
9. Mandatory Overtime

- Personnel shall not work more than 16 consecutive hours in any twenty-four hour period.

- When a watch falls below the minimum level of staffing, the facility shall take the following steps to bring the watch to minimum:
  - Call other facilities, starting with those on the 12-hour shift plan, to see if they are above their minimum staffing. If they are over minimum, they will send a deputy to the affected facility. If a deputy is sent from an eight hour facility, the supervisor will call for volunteers from the next 12-hour shift and see if there is a volunteer to work the additional four hours.
  - Call a list of volunteers who are assigned to the facility and are on their RDO’s and see if they are willing to work the entire shift.
  - Call a list of volunteers who are on their RDO’s on an eight-hour shift and see if they are willing to work the shift.

10. Termination of the Program

- This is a six (6) month pilot program at County Jail #2 that will begin December 7th, 2002. The program is designed to provide a cost equivalent alternative work schedule to the Department. The Department will gauge the success of the program as it concerns cost equivalency, the expenditure of overtime, the increase/decrease of sick leave use, and the operational impact on the facility and the Department. Continuation of the program after the pilot period is subject to mutual agreement between the Department and the Union. If the program is not successful, the Department reserves the right to discontinue the program, after meeting and conferring with the Union, upon giving ninety (90) days notice, or less if mutually agreed to by the Union. Personnel shall be given two weeks notice whenever there is a change in the work schedule.

11. County Jail #2 Initial Selection

Depending on the number of staff who are interested in participating, selection criteria shall be based on the following priorities:

- First, personnel currently assigned to County Jail #2, in order of seniority;
- Second, personnel assigned to the Hall of Justice Complex (CJI 1, 8, & 9), in order of seniority;
- Third, Custody Division personnel, in order of seniority;
- Fourth, department-wide, in order of seniority.

Personnel assigned to County Jail #2 who decide not to participate in the 12 hour program will be allowed to bid for open positions at the Hall of Justice Complex or other open custody assignments by seniority.
12. Maintenance of 12-Hour Shift Staffing

The Department will make every reasonable effort to insure that personnel assigned to a 12-hour shift are volunteers. When there is an absence of volunteers, the Department reserves the right to draft 8302's by inverse seniority to fill vacancies. Supervisors may be required to work 12-hour shifts at any time.

13. Return from Satellite Assignment

8304 deputy sheriff's rotating out of satellite assignments whose replacements come from a 12-hour shift facility may elect not to volunteer to work in this assignment. When this occurs, the Department will first:

1. Ask for volunteers who wish to work the 12 hour shift, if there are no volunteers;
2. Draft the Junior 8302 by inverse seniority to fill the position.

In either case, the deputy rotating out of the satellite assignment will fill the slot vacated by either #1 or #2 above.

14. Term of Agreement

This agreement, including the portions pertaining to County Jail #3, becomes effective upon the date of signature and is valid through June 30, 2003, and is subject to review and renegotiation every twelve (12) months thereafter. Unless specified otherwise, each provision of this agreement applies to both County Jail #2 and County Jail #3.
Alleged violation, misapplication, or misinterpretation of this agreement may be grieved through the CBA Article I.H. Grievance Procedure incorporated herein by reference and specifically made applicable to this agreement.

In witness whereof, the parties have entered into this agreement on this 24th day of

November 2002.

For the Sheriff’s Department:

[Signature]

Michael Hennessey,
Sheriff
City and County of San Francisco

Reviewed:
ERD

For the Deputy Sheriff’s Association:

[Signature]

Dave Weng
President
San Francisco Deputy Sheriff’s Association
EXHIBIT 1

I have reviewed, understand, and have received a copy of the Sheriff's Department/DSA Alternative Work Week Program-County Jail #2 Agreement. I wish to be considered for assignment to this program, and I voluntarily acknowledge the alternate work schedule and my willingness to participate in the program.

PRINT NAME

STAR #

CURRENT ASSIGNMENT

SHIFT

RDO'S

PREFERRED SHIFT ASSIGNMENT

DAY TEAM 1
DAY TEAM 2
NIGHT TEAM 1
NIGHT TEAM 2

☐ I have previously been assigned to County Jail #2 from _________ to __________.

SIGNATURE

DATE
EXHIBIT 2
TEAM REGULAR DAY OFF (RDO) PATTERNS
RDO=REGULAR DAY OFF
WK=WORK DAY

NIGHT TEAM 1
SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
RDO WK WK WK WK RDO RDO RDO WK WK WK WK RDO RDO

NIGHT TEAM 2
SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
WK RDO RDO RDO WK WK WK WK RDO RDO RDO RDO RDO WK WK

DAY TEAM 1
SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
RDO WK WK WK WK RDO RDO RDO WK WK WK WK RDO RDO RDO

DAY TEAM 2
SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
WK RDO RDO RDO WK WK WK WK RDO RDO RDO WK WK WK WK WK

RDO ALIGNMENT PATTERNS REVISED 9/24/92
EXHIBIT 3
12 HOUR STAFFING PLAN-COUNTY JAIL #2

| POST POSITION | TEAM 1 DAYS | TEAM 2 DAYS | TEAM 1 NIGHTS | TEAM 2 NIGHTS |
**EXHIBIT 3A**
12 HOUR STAFFING PLAN-COUNTY JAIL #3

<table>
<thead>
<tr>
<th>POST POSITION</th>
<th>DAYS WATCH POST</th>
<th>NIGHT WATCH POST</th>
</tr>
</thead>
</table>
San Francisco Sheriff's Department
INTER-OFFICE CORRESPONDENCE

To: Deputy D. Wong
   President San Francisco Deputy Sheriff's Association

From: Chief Deputy C. Koehler
      Administrative Negotiation Team

Subj: Proposal #MC-06/02
      Involuntary Satellite Assignments

Date: 11/22/02

The department is not receiving enough voluntary requests for satellite assignment to maintain certain satellite units at safe operational levels. In order to correct this imbalance, the department proposes the following:

1. Every effort will be made by the department to identify volunteers that meet the minimum satellite requirements. In order to elicit volunteers, the department will post satellite announcements in the following order:
   a. Standard satellite announcement
   b. Announcement identifying interested parties who have been out of a satellite less than one (1) year
   c. All current incumbents who desire to remain in that specific satellite

2. If after the announcements outlined above have been posted, and there are still no volunteers, the department proposes to draft 8304 non-probationary deputy sheriffs, by inverse seniority, into three (3) year satellite assignments.

3. The department commits to publishing satellite announcements every four (4) months for the units using involuntarily assigned personnel, and replacing them with volunteers when qualified volunteers are identified.

4. The department will continue posting announcements every four (4) months to solicit volunteers. If the deputy who was subject to the involuntary draft chooses to remain in the position, they will have the first choice to remain in the position for the term of the satellite assignment.
2. 3307's who are involuntarily drafted must meet the primary qualifications as outlined in the satellite assignment announcement. Personnel assigned to an alternative shift pilot program are not eligible to be drafted.
To: Deputy D. Wong  
President San Francisco Deputy Sheriff's Association  

From: Chief Deputy C. Koehler  
Administrative Negotiation Team  

Subj: Proposal MC-06/02  
Involuntary Satellite Assignments  

Date: 11/22/02  

TA'd: 11/22/02  

Administrative  

DSA  

The department is not receiving enough voluntary requests for satellite assignment to maintain certain satellite units at safe operational levels. In order to correct this imbalance, the department proposes the following:

1. Every effort will be made by the department to identify volunteers that meet the minimum satellite requirements. In order to elicit volunteers, the department will post satellite announcements in the following order:
   a. Standard satellite announcement
   b. Announcement identifying interested parties who have been out of a satellite less than one (1) year
   c. All current incumbents who desire to remain in that specific satellite

2. If after the announcements outlined above have been posted, and there are still no volunteers, the department proposes to draft 8304 non-probationary deputy sheriffs, by inverse seniority, into three (3) year satellite assignments.

3. The department commits to publishing satellite announcements every four (4) months for the units using involuntarily assigned personnel, and replacing them with volunteers when qualified volunteers are identified.

4. The department will continue posting announcements every four (4) months to solicit volunteers. If the deputy who was subject to the involuntary draft chooses to remain in the position, they will have the first choice to remain in the position for the term of the satellite assignment.
3. E304's who are involuntarily drafted must meet the primary qualifications as outlined in the satellite assignment environment. Personnel assigned to an alternative shift pilot program are not eligible to be drafted.
To: President Dave Wong  
Deputy Sheriff's Association  

From: Chief Deputy Carl S. Koehler  
Administration  

Subj: MO#12/02: Civil Unit Vacation Slots  

Date: 12/9/02  

The Administration proposes the following for the number of vacation slots allotted to the Civil Unit as an amendment to the language contained in P&P C-04 (Work Rules section XV-Vacation Slots):  

1 slot  8308/8310  
2 slots  8302/04/06  

8302/04/06's are not allowed to sign up in the 8308/8310 slot.  

[Signatures]  
For the Administration  
For the DSA
To: President Dave Wong  
Deputy Sheriff’s Association

From: Chief Deputy Carl S. Koehler  
Administration

Subj: MC#16/03: Department Overtime

Date: 3/19/03

The purpose of this proposal is to consolidate overtime policy/procedure. This proposal, when approved, supersedes all prior overtime directives, policies, and procedures, including section B.II.B.Overtime in P&P C-04 (Work Rules), except where otherwise indicated.

I. General  
   a. Section III.D (Overtime Compensation) as outlined in the Collective Bargaining Agreement (CBA) is incorporated into this agreement.  
   b. All employees shall work overtime when ordered by the Sheriff.  
   c. The Sheriff may require employees to work overtime longer than the normal work-day or work-week.  
   d. No employee shall work more than 16 hours in any 24-hour period, except in an emergency.  
   e. An employee cannot use earned time off or leave of any type and work the same shift as overtime.

II. Employees may elect to take overtime pay at the rate of 1/2 times or take compensatory time at the rate of 1/2 times in lieu of pay.  
   g. 8308’s and above are not eligible to sign-up for overtime or holiday slots that are not specifically designated for a supervisor. Unless overtime is specifically posted for a rank/classification (8306/08/10), overtime for a supervisor can be bid on by anyone of the rank of 8306 and above, with the protections of watch, facility, and division.

I. Watch Commander premium pay will go to the senior supervisor who is permanently assigned to the watch (i.e. a Senior Deputy assigned to the watch will collect the WC premium over a Sergeant who is working overtime from another watch, unit, or facility).

II. Posting  
   a. Overtime is offered to qualified volunteers by seniority in the following order:
      I. By watch  
      II. By facility/unit  
      III. By Division
IV. Department-wide

1. Seniority is determined by start-work date in class.
   a. Exception: 8306 Senior Deputy Sheriff's may compete for voluntary 8304 overtime slots based on departmental start-work date, not seniority in class.
   b. In the event an overtime shift is scheduled to overlap more than one regularly scheduled watch, the watch protection for voluntary sign-ups and involuntary drafts is the watch containing the most hours.
   c. The senior employee who can work the entire overtime assignment has priority over a more senior employee who can only work a portion of the posted overtime.
   d. The following definitions will be adhered to when posting/filling overtime slots:

I. Short-term overtime is defined as overtime that has been identified to begin within twenty-four hours of the time the shift begins (i.e. overtime is discovered at 0001 on 4/15 which will begin at 1600 on 4/15). Due to the short notice available to fill the slot, the overtime shall be offered to volunteers by seniority among on-duty personnel, and if there are no volunteers, by seniority to the subsequent watches.
   If there are no volunteers from those watches, the Watch Commander (WC) on the watch prior to the overtime slot shall call for volunteers from the off-going watches at other facilities/units. If there are still no volunteers, the WC shall call personnel from the facility voluntary overtime list. If there is not a sufficient number of volunteers, then deputies shall be involuntarily assigned from the off-going watch.

II. Mid-term overtime is defined as overtime occurring more than 24 hours and less than 5 days after identification of the slot. Mid-term overtime shall be posted for 24 hours at the facility, after which, if not filled, the OT will be assigned as per I. above.

III. Overtime not designated as short-term or mid-term shall be posted as soon as the need is presented, and finalized/approved five (5) days prior to the occurrence of the overtime slot.

IV. Employees who sign-up for overtime at a facility that may require travel time (i.e. an employee assigned to the 0700-1500 at CJ#7 who signs up for OT on the 1500-2300 watch at CJ#1) shall be released early from his/her primary assignment whenever possible. The employee shall not be held accountable for tardiness because of reasonable travel time spent going to the OT facility.

V. If the overtime volunteer will not arrive by the start of the watch, the Watch Commander/Supervisor will offer overtime to volunteers by seniority, or, failing that, hold over the next employee on the lower half of the seniority list, as outlined below, until the volunteer arrives, if necessary. The Watch Commander has the option to begin
the watch one (1) under the authorized minimum if an employee is confirmed en route to the overtime facility/unit.

c. Supervisors are not allowed to work in 8302/04 overtime positions, with the exception of P.a.f. of this proposal.

III. Involuntary Overtime (Drafting)

a. All units/facilities shall maintain a voluntary overtime list of employees who are interested in being contacted if there is available overtime that cannot be filled by volunteers as outlined above.

b. Prior to drafting an employee involuntarily, supervisory staff shall contact all other units/facilities in their division to ensure that there are no other employees available to be detailed to the facility/unit needing staff.

c. Supervisors at the contacted facilities/units shall detail employees to the requesting facility if they are over minimum.

d. Employees who are drafted involuntarily shall be drawn from a list of employees from the lower half of the seniority list at facility/unit on that watch.

I. When an employee is drafted, regardless of the duration of the draft, his/her name shall rotate to the end of the list.

II. An employee working overtime on a shift, whether voluntarily or involuntarily, is not subject to be drafted.

III. An employee who is detailed to a facility on a regular basis (more than five consecutive days) is subject to involuntary overtime.

IV. An employee who is a work substitute is not subject to involuntary overtime.

V. 8306 Senior Deputies are not subject to be drafted to work 8304 overtime slots, but may be held over to fill supervisory minimums.

VI. When it becomes necessary to hold over a supervisor to meet supervisory minimums and there is more than one supervisor on the off-going shift, the draft shall rotate between the regularly assigned supervisors. The Facility Commander/Unit Manager is responsible for ensuring that a method of tracking and rotating involuntary overtime for supervisors is established.

VII. A Watch Commander or appropriate supervisor may excuse an employee from involuntary overtime for compelling reasons. When this occurs, the reason will be noted and the employee's name will remain in its position on the involuntary overtime list. The next employee on the list will then be drafted to work the overtime.

VIII. When one or more employees are drafted to work involuntary overtime and an employee reports as relief, the employee who was drafted last, according to watch protocol, shall be relieved first.

IX. Employees cannot be drafted on their RDO's, while on vacation, or on leave, absent the implementation of an Extended Work Week.

X. Employees may not be drafted to work more than 24 hours in a one week period, RDO to RDO.
IV. Exceptions
   a. When a bailiff's court or assignment goes beyond his/her normal work hours, he/she will be offered the opportunity to work the necessary overtime. If there are no volunteers, the bailiff may be required to work the overtime.
   b. Employees on detail outside their normal work assignment, including transportation, hospital detail, or any other assignment where relief is not readily available, will be required to work the overtime necessary to complete the assignment, as long as it does not conflict with I.d. of this agreement.
   c. Emergency situations that do not allow for relief.

V. Cancellation of Scheduled Overtime
   a. See SFSD Policy I-13

VI. Overtime for Recounts
   a. See SFSD Policy I-22

[Signatures and dates]
In the event that County Jail #7 is closed or there is a reduction in service due to budget issues, this agreement will be followed as regards the staff assigned to that facility:

1. The department will develop a list of available assignments, including those needed to support the cost reduction proposal (CRP). These assignments will not be considered "satellite" assignments, due to the uncertainty of their duration. 8306/04's subject to realignment from County Jail #7 will have priority to bid on those assignments by seniority. Open assignments may include new or existing jail assignments. Personnel will bid on open assignments by seniority.

2. If there are an insufficient number of volunteers from County Jail #7, volunteers will be solicited from other custody assignments by seniority, and 8306/04's from County Jail #7 will be assigned by seniority to backfill the open slots.

3. If there is an insufficient number of volunteers department-wide, County Jail #7 staff will be assigned by inverse seniority to the identified openings.

4. The department will review assignment requests of personnel of the rank of 8306's and above, but reserves the right to realign supervisory as needed.

5. Personnel currently assigned to satellite units are not eligible to bid.

6. RDO's and watch shifts will be assigned by seniority, with no bumping of existing staff.

7. Approved vacations and "requests for time off" will be honored at the new assignment.

8. Overtime will be scheduled and approved per existing agreement at the new assignment.

9. Satellite assignments will continue as per existing agreement.

10. Personnel to be reassigned will receive two-week notice, in writing.

11. In the event County Jail #7 is reopened within twelve (12) months from the date of closure, personnel who were displaced by the CRP will have first priority for reassignment back to CJ7.

12. In the event of a partial closure, staff will reassigned as above. Department seniority facility-wide at CJ7 will determine who will be reassigned. Senior staff on affected shifts that are reduced in number may choose, by seniority, to stay at the facility, even though their watch assignment may be impacted.
13. The DSA agrees that during the reduction in service, staffing minimums and vacations slots will be in effect as outlined in attachment A.

14. The department agrees that upon the reopening of CJW7 to full capacity, the staffing minimums and vacation slots in place at closing will be reinstated as outlined in attachment A.
APPENDIX A (4/28/03)

TOTAL FACILITY STAFFING LEVELS:

**Staffing with Full Authorized Staff and 6 DORMS Occupied**

- 2300-0700 Hours
- 0700-1500 Hours
- 1500-2300 Hours

**CURRENT WATCH MINDERS:**

- Watch Minimums with Full Staffing and 6 DORMS Occupied
  - 2300-0700 Hours
  - 0700-1500 Hours
  - 1500-2300 Hours
  - Weekdays
  - Weekdays & Weekends

- Proposed Watch Minimums with Reduced Staffing and only 3 DORMS Occupied
  - 2300-0700 Hours
  - 0700-1500 Hours
  - 1500-0700 Hours
  - Weekdays & Weekends
### CURRENT VACATION SLOTS:

Vacation slots with full staffing and 6 dorms occupied

<table>
<thead>
<tr>
<th>Time</th>
<th>1200-1500 Hours</th>
<th>1500-1800 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Supervisor</td>
<td>2 Supervisor</td>
<td>1 Supervisor</td>
</tr>
<tr>
<td>1 Deputy</td>
<td>2 Deputy</td>
<td>1 Deputy</td>
</tr>
</tbody>
</table>

**Filling of Sup. slot allowed for 3 months of the year, except June/July/Aug.
Supervisory slots allowed.
**

### Revised Proposed Vacation Slots with 3 Dorms Occupied:

<table>
<thead>
<tr>
<th>Time</th>
<th>1200-1500 Hours</th>
<th>1500-1800 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Supervisor</td>
<td>1 Supervisor</td>
<td>1 Supervisor</td>
</tr>
<tr>
<td>1 Deputy</td>
<td>1 Deputy</td>
<td>1 Deputy</td>
</tr>
</tbody>
</table>

**No filling of unused Sup. slots during all 12 months.
Sup. slot allowed for 9 months of the year, (except for months June/July/Aug.)
To: President Dave Wong  
Deputy Sheriff's Association

From: Chief Deputy Carl S. Koehler  
Administration

Subj: MC#22/03: CARC/DCSS Reporting Procedure for Units without Assigned Supervisors

Date: 5/23/03

Proposal

Deputies assigned to CARC, DCSS and other Field and Support Services Division units, that do not operate 24 hours per day, seven days per week, where there is only one or two assigned on a regular basis, shall be required to call in when reporting for duty and call in when completing their shift. This will include future units of this description that may be created.

Contact will be made with the on-duty supervisor at the Central Warrant Bureau by calling [redacted] In the event the department is able to establish a 24 hours per day seven days per week dispatch, the call in procedure may be changed to call 10-7 and 10-8 via department radio.

Purpose
- To insure officer safety at remote sites
- To insure coverage at remote sites

Procedure

At the time a deputy reports for work, in uniform, ready to start he/she shall call in and speak to the on duty supervisor prior to beginning work.

Conversely, when a deputy is ready to leave for the day after having taken care of all closing procedures, he/she shall call in and speak to the on-duty supervisor before leaving the site.

Deputies will adhere to all other established department procedures regarding calling in for sick leave, etc. There is nothing in this policy to prevent deputies from contacting the supervisor at CWB for other reasons at any time during a shift.
San Francisco Sheriff's Department
INTER-OFFICE CORRESPONDENCE

To: President Dave Wong
   Deputy Sheriff’s Association
From: Chief Deputy Carl S. Koehler
   Administration

For the DSA: [Signature]
For Administration: [Signature]
date: 2/1/04

Subject: Overtime Approval Procedure at City Hall Security

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

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

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

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

Additional facts concerning overtime approval:

- If the overtime hours cover more than one shift, the shift that has the most hours will be designated as the primary overtime shift.
- If the overtime hours cover more than one shift and are equally divided between the shifts, the designated primary overtime shift for the approval process is based on the start time of the overtime.
- Posted overtime for events are often estimates based on the information received from the
TO: The San Francisco Deputy Sheriff’s Association
FROM: Chief Deputy T. Arata #370
REF: C/D: 04-311
DATE: December 22, 2004

RE: Training Procedure for Personnel Assigned to 12 Hour Shifts

The San Francisco Sheriff’s Department Administration and the DSA have reviewed and agreed upon the following procedure for the scheduling of personnel, who are regularly assigned to 12 hour shifts, to attend assigned training courses.

Day Teams

1. If training starts at 0800 hours, the employee’s workdays starts at 0800 hours. There is no “travel time” paid for staff reporting directly to a training site because the employee is not on duty (just as there is “no travel time” paid for reporting to work each morning).

2. Staff assigned to a 12 hour day team must still account for 12 hours of work. Typically, training is scheduled for eight (8) hours. The employee can account for the remaining work time in one of two ways:
   a. The employee can report directly back to work at the end of training and complete the remainder of their 12 hour work day. So if training commences at 0800 hours and concludes at 1700 hours, the employee reports back to their assigned facility and works until 2000 hours—a total of 12 hours worked. If the employee travels directly back to their assigned facility, there is no break in pay because the employee is on duty.
   b. Prior to the training day, the employee can submit a blue card for approval to use personal time off if they decide to work less than 12 hours on a training day. So, if training begins at 0800 hours and concludes at 1700 hours (eight hours of training and one hour for an unpaid meal break), and the employee has been granted pre-approved personal time off. They are paid for eight hours of work and must use 4 hours of personal time.

3. When assigned to training, break times and meal periods are scheduled by the training staff. Employees assigned to 12 hour shifts normally receive a one (1) meal break and a
45-minute break at their jail assignment. They obviously don’t get those exact breaks while at an eight (8) hour training assignment.

If the employee returns to their jail assignment to complete the 12-hour workday and they have already received a one (1) hour meal break at training, they should receive a 45-minute break upon their return to the jail facility.

Night Teams

Night teams have two options for scheduling training:

1. Schedule staff on their last day of work prior to their RDO’s.
   Using the same formula as the 12 hour day teams, if training commences at 0800 hours and concludes at 1700 hours, the night team employee reports to work at 0500 hours (instead of 1900 hours). They work at their jail assignment until approximately 0730 hours and then travel directly to training.
   Their RDO’s of either three or four days off (depending on the rotation) follow.

   As in the day team schedule, the employee should receive a 45-minute break sometime between 0500 hours and the time they leave to go to the training site.

   The travel time from a jail assignment to the training site is paid because they are already on duty. Travel time between the assigned jail and the departmental training site should take no longer than 30 minutes, absent commute problems.

   The employee also has the option of not being paid for the 4 hours remaining after their 8-hour training. In this case, prior to the training day, the employee submits a blue card for approval to use personal time off and just reports directly to the training site at 0800 hours on the final workday prior to their RDO’s.

2. Schedule staff on their RDO’s.
   It is usually not possible to assign all night team deputies to training on the final work day prior to their RDO’s. Often, scheduled training days just don’t coincide with the night team schedule (e.g.: Friday-only range training). And, typically, there aren’t enough total training dates to get through the entire team (since you can only send one or two deputies at a time).

   The majority of night team scheduling will likely be assigning employees to training on an RDO.

For the SFSD: [Signature] Date: 1/21/04
For the DSA: [Signature] Date: 1/23/04
LETTER OF AGREEMENT

May 19, 2005
Reference: US 05-064

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

Classification Unit Work Hours

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

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

<table>
<thead>
<tr>
<th>Shift Assignment</th>
<th>Reporting Time</th>
<th>Concluding Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2300-0700 Hour Watch</td>
<td>2245 Hours</td>
<td>0700 Hours</td>
</tr>
<tr>
<td>0700-1500 Hour Watch</td>
<td>0645 Hours</td>
<td>1500 Hours</td>
</tr>
<tr>
<td>1500-2300 Hour Watch</td>
<td>1445 Hours</td>
<td>2300 Hours</td>
</tr>
</tbody>
</table>

The inclusion of this 15 minute muster period for each watch will not alter the hours of the break or meal period.
It is agreed between the Department and the San Francisco Deputy Sheriff’s Association that the Classification Unit Work Hours Letter of Agreement has been discussed at Meet and Confer Meetings and both sides agree to its implementation as a Letter of Agreement. Neither the Department nor the union have any outstanding issues to prevent the implementation of this policy effective the following date.

June 4, 2005
Effective Date of Implementation

Approved by the Department

JAN DEMPSEY
Undersheriff
May 19, 2005

Approved by the DSA

DAVID WONG
DSA President
May 19, 2005
February 21, 2007

TO: The San Francisco Deputy Sheriff's Association

FR: Captain S. Butler

RE: Satellite Assignments - Non-Rotating Bailiff Assignment

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

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

For the SFSB: [Signature] Date: 2-22-07
Jan Dempsey, undersheriff

For the DSA: [Signature] Date: 02/28/2007
David Wong, DSA President
Wednesday, May 16, 2007

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

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

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

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

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

For the SFSD: 

For the DSA:

Date: May 16, 2007
LETTER OF AGREEMENT L-38

TO: Deputy Dave Wong

FROM: Chief Deputy T. Arata

DATE: June 7, 2007

SUBJ: Satellite Assignment – Employees on Modified Duty and/or Disability Leave Status

The Administration proposes the following clarification to the Satellite Assignment Policy L-42.

The following reassignment procedure will be followed for employees on modified duty or on disability leave status that are scheduled to be rotated in or out of a satellite assignment.

I. Reassignment Out of the Satellite Unit

A. If the employee rotating out of the satellite unit is on modified duty the employee will be reassigned to the Administration Section of the Custody Division.

1. The modified duty employee will be detailed to a position within the custody division that can accommodate the modified duty restriction.
2. The employee on modified duty will not participate in any regular day off (RDO) realignment process within the custody division when the modified duty falls within the RDO realignment period.

B. When an employee is carried as modified duty for ninety (90) calendar days, the employee will be placed on disability leave status, and their personnel file will be sent to the Personnel Section.

C. If the employee rotating out of the satellite unit is on disability leave status, the employee's personnel file will be sent to the Personnel Section.

D. When the modified duty and/or disability leave status employee is medically cleared to return to full duty, the employee will be reassigned to the custody division.
II. Reassignment to a Satellite Unit

A. If the employee selected for a satellite assignment is on modified duty the employee will be reassigned to the Administration and Programs or Field and Support Services Division.

1. Five (5) year term commence when the employee reports to the designated satellite modified duty position.
2. When the employee is medically cleared for full duty, the employee will be reassigned to the satellite unit the employee was originally selected for.

B. If the employee is off work on leave status during the satellite selection process:

1. The employee will not be considered for the selection but will remain at the top of the list for their three (3) choices for the duration of the active satellite assignment list.

This agreement becomes effective on the date of the signatures below.

For the Administration

[Signature]

Chief Deputy Thomas Araia #570
Custody Division

[Date: June 12, 2007]

For the DSA

[Signature]

Deputy David Wong
DSA President

[Date: 6/12/2007]
To: Dave Wong  
President - San Francisco Deputy Sheriffs’ Association  

From: Chief Albert Waters #684  
Sheriff's Department Negotiation Team  

Date: Monday, September 10, 2007  

Re: Employee absent from their satellite unit assignment for ninety (90) calendar days or longer  

Employee absent from their satellite unit assignment for ninety (90) calendar days or longer:  

A. After ninety (90) calendar days absence from an assigned satellite unit:  
   1. The employee’s personnel file will be sent to the Personnel Unit;  
   2. The employee will be immediately reassigned to the Administration Division;  
   3. Upon the reassignment to the Administration Division, the employee’s remaining time in the satellite unit will continue.  

B. At the time the employee returns to full duty and an opening in the original assignment satellite unit is available, the employee will be reassigned to the original satellite assignment.  
   1. If the opening is not the original satellite shift assignment, the employee may accept or decline the opening.  
   2. If the satellite opening is declined, the employee will be reassigned to the Custody Division.  

C. During the time the employee has recall rights to his/her original satellite unit assignment, the employee is eligible to bid on any other satellite unit openings.  

D. Should the employee decline an assignment to his/her original satellite unit assignment, the employee is rescinding his/her recall rights to the satellite unit assignment.  

E. A new employee will be selected from the current satellite list and replace the employee who has been absent from his/her satellite assignment for ninety (90) calendar days or longer.
This agreement becomes effective on the date of the signatures below.

For the Administration

MICHAEL HENNESSEY
Sheriff

9-10-2007
Date

For the DSA

Dennis Wong
DSA President

9/11/2007
Date
TO: Dave Wong  
President - San Francisco Deputy Sheriffs' Association  

FROM: Chief Albert Waters #884  
Sheriff's Department Negotiation Team  

DATE: Monday, January 28, 2008  
RE: Satellite Sign-Up, Eligibility and Selection Process  

The Department and Deputy Sheriffs' Association (DSA) have agreed to implement the following revision to the Satellite policy:  

Satellite Sign-up  

A. There will be two satellite sign-up periods in a calendar year. The Personnel Unit staff will post an announcement inviting eligible employees to apply for the satellite units of their choice.  

1. The first sign-up period will begin on February 1st and will end at 1700 hours on February 28th (February 29th of leap years).  
2. The second sign-up period will begin on August 1st and will end at 1700 hours on August 31st.  
3. All requests must be submitted on the approved "Request for Satellite Assignment" form.  
4. The "Request for Satellite Assignment" form will list all currently designated satellite units.  
5. Each applicant may indicate interest for up to a total of three (3) satellite units.  
   a. Any form with more than three (3) satellite units selected will be removed from consideration.  
6. Requests may only be for a satellite unit and may not include a particular shift/watch or day off selection.
B. During March and September, the Personnel Unit staff will review submitted application and identify employees who meet the eligibility criteria for the unit. The names of the eligible candidates shall be placed on separate list for each satellite unit.

1. Each finalized satellite unit list will be posted on April 1st and October 1st, of each year on the muster board department wide.
2. The posted lists will remain in effect for six months.
3. The unit/section supervisor will contact eligible candidates in order of the list to offer the position.

Appeal Process

Appeals of the list must be submitted to the Personnel Unit Manager no later than ten (10) calendar days after the list has been posted.

This agreement becomes effective on the date of the signatures below.

Michael Hennessy
Sheriff

For the Administration

For the DSA

David Wong
DSA President

1-28-08

Date

07/08/2008

Date
## Mission Statement

### Chapter 01 Administration

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFSD 01-01</td>
<td>Department Organization and Chain of Command</td>
<td>04-07-2018</td>
</tr>
<tr>
<td>SFSD 01-02</td>
<td>Public Information Plan</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-03</td>
<td>Record Retention, Storage and Destruction</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-04</td>
<td>Policy and Procedure Manual</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-05</td>
<td>Revolving Fund Usage</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-06</td>
<td>Inmate Welfare Fund</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-07</td>
<td>Punitive Damage Awards</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-08</td>
<td>Jail Clearance</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-09</td>
<td>Criminal Offender Record Information Security</td>
<td>04-03-2017</td>
</tr>
<tr>
<td>SFSD 01-10</td>
<td>Computer and Data Security</td>
<td>04-03-2017</td>
</tr>
<tr>
<td>SFSD 01-11</td>
<td>Personal Electronic Devices</td>
<td>TBA</td>
</tr>
<tr>
<td>SFSD 01-12</td>
<td>Critical Incident: Administrative Action</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-13</td>
<td>Management and Labor Meetings</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-14</td>
<td>Americans with Disabilities</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-15</td>
<td>Carry Concealed Weapon</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-16</td>
<td>Language Access</td>
<td>01-03-2013</td>
</tr>
<tr>
<td>SFSD 01-17</td>
<td>CLETS Compliance</td>
<td>04-03-2017</td>
</tr>
</tbody>
</table>

### Chapter 02 Legal Enforcement and Operations

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFSD 02-01</td>
<td>NIMS / SEMS and Incident Command System</td>
<td>05-23-2013</td>
</tr>
<tr>
<td>SFSD 02-02</td>
<td>Critical Incident Notification</td>
<td>05-15-2013</td>
</tr>
<tr>
<td>SFSD 02-03</td>
<td>Use of Force</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-04</td>
<td>Projectile Impact Weapon</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-05</td>
<td>Authorized Handguns</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-06</td>
<td>Authorized Shotguns</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-07</td>
<td>Impact Weapons</td>
<td>06-27-2014</td>
</tr>
<tr>
<td>SFSD 02-08</td>
<td>Individual Aerosol Dispenser / Chemical Agents</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-09</td>
<td>Protective Hood</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-10</td>
<td>Shields</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-11</td>
<td>Electronic Control Device (ECD) / Taser</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-12</td>
<td>Recording Devices</td>
<td>05-15-2013</td>
</tr>
<tr>
<td>SFSD 02-13</td>
<td>Searches</td>
<td>02-20-2018</td>
</tr>
<tr>
<td>SFSD 02-14</td>
<td>Non-Intrusive Sensor and Scanning Devices</td>
<td>05-15-2013</td>
</tr>
<tr>
<td>SFSD 02-15</td>
<td>Emergency Vehicle Response and Pursuit Driving</td>
<td>08-28-2015</td>
</tr>
<tr>
<td>SFSD 02-16</td>
<td>Detention and Arrest</td>
<td>05-23-2013</td>
</tr>
<tr>
<td>SFSD 02-17</td>
<td>Arrests by Private Person</td>
<td>01-16-2013</td>
</tr>
<tr>
<td>SFSD 02-18</td>
<td>Citations</td>
<td>TBA</td>
</tr>
<tr>
<td>Chapter 02  Legal Enforcement and Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SFSD 02-19 Communicable Disease Management</td>
<td>05-01-2002</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-20 Subpoenas</td>
<td>05-14-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-21 Juveniles</td>
<td>10-16-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-22 Knives</td>
<td>05-15-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-23 Incident Reports</td>
<td>08-16-2010</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-24 Legibility of Handwriting</td>
<td>01-16-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-25 Vehicle Collision Reports</td>
<td>05-15-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-26 Preservation of an Investigation Scene</td>
<td>05-15-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-27 Suspect Interrogation</td>
<td>08-08-2002</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-28 Radio Use / Unit Identifiers</td>
<td>05-15-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-29 Safety Belts</td>
<td>01-16-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-30 Hostage Incidents</td>
<td>01-16-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-31 Escape / Release in Error</td>
<td>01-16-2013</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-32 TARASOFF Incidents</td>
<td>TBA</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-33 Out of State Commitments</td>
<td>11-18-2016</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-34 Management &amp; Interaction with Transgender, Gender Variant &amp; Non-Binary Persons</td>
<td>02-20-2018</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-35 Employee-Involved Domestic Violence Criminal Complaint</td>
<td>07-05-2017</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-39 Immigration</td>
<td>12-07-2017</td>
<td></td>
</tr>
<tr>
<td>SFSD 02-40 Milestone Credits</td>
<td>09-23-2019</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chapter 03  Payroll and Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFSD 03-01 Employee Rules and Regulations</td>
</tr>
<tr>
<td>SFSD 03-02 Discrimination and Harassment</td>
</tr>
<tr>
<td>SFSD 03-03 Seniority</td>
</tr>
<tr>
<td>SFSD 03-04 Substance Abuse</td>
</tr>
<tr>
<td>SFSD 03-05 Personnel Files</td>
</tr>
<tr>
<td>SFSD 03-06 Performance Appraisal</td>
</tr>
<tr>
<td>SFSD 03-07 Counseling and Disciplinary Procedures</td>
</tr>
<tr>
<td>SFSD 03-09 Record of Absences</td>
</tr>
<tr>
<td>SFSD 03-09A Recording Attendance</td>
</tr>
<tr>
<td>SFSD 03-10 Punctuality - Tardiness</td>
</tr>
<tr>
<td>SFSD 03-11 Sick Leave with Pay</td>
</tr>
<tr>
<td>SFSD 03-11A Sick Leave without Pay</td>
</tr>
<tr>
<td>SFSD 03-12 Disability Leave</td>
</tr>
<tr>
<td>SFSD 03-12A Assignment of Personnel on Disability</td>
</tr>
<tr>
<td>SFSD 03-13 Modified Duty Policy</td>
</tr>
<tr>
<td>SFSD 03-14 Maternity and Family Care Leave</td>
</tr>
<tr>
<td>SFSD 03-15 Military Leave</td>
</tr>
<tr>
<td>SFSD 03-16 Jury Duty</td>
</tr>
</tbody>
</table>
Chapter 03 Payroll and Personnel

SFSD 03-21 Work Substitution
SFSD 03-22 Extended Work Week
SFSD 03-23 Employee Assignments
SFSD 03-24 Hardship Accommodations
SFSD 03-25 Department Awards
SFSD 03-26 Psychiatric and / or Psychological Evaluations
SFSD 03-27 Weapon Discharge Review Board
SFSD 03-28 Department Business Cards
SFSD 03-29 Disclosure of Impeachment Evidence for Deputies called as Witnesses
SFSD 03-30 Department Training
SFSD 03-31 POST Certificates
SFSD 03-32 Training Pay
SFSD 03-33 Peace Officers Use of a Business Address
SFSD 03-34 Employee / Prisoner Relations
SFSD 03-35 Employee / Supervisory Relations
SFSD 03-36 Use of As-Needed Personnel
SFSD 03-37 Off Duty Security Employment
SFSD 03-38 Retired Deputy Sheriffs
SFSD 03-39 Investigation of Employees
SFSD 03-40 Uniform Equipment and Grooming Standards
SFSD 03-41 Conflict of Interest
SFSD 03-42 Use of Tobacco Products - Vaporizers
SFSD 03-43 Daylight Savings Compensation
SFSD 03-44 Alternative Shift Call In Time
SFSD 03-45 Work Pay Stabilization for Twelve (12) Hour Shift
SFSD 03-46 Firearms (Qualifications)
SFSD 03-48 Ballistic Vests
SFSD 03-49 Work Rules - Deputy Sheriff's
SFSD 03-50 Family Notification of Serious Injury or Death
SFSD 03-51 Absence without Leave - AWOL
### Chapter 4 Specialized Units

| SFSD 04-01 | Departmental Honor Guard / Color Guard | 04-02-2004 |
| SFSD 04-02 | Peer Support Unit | 06-13-2001 |
| SFSD 04-03 | Peer Support and Critical Incident Response Team | 03-29-2001 |
| SFSD 04-04 | Emergency Services Unit | 03-31-2008 |
| SFSD 04-05 | Satellite Assignment | 07-01-2006 |
| SFSD 04-06 | Internal Affairs Policy and Procedure | 10-10-1997 |
| SFSD 04-06 A | Contacting Investigative Services / I.A. | 10-10-1997 |
| SFSD 04-07 | Prisoner Legal Services | 06-05-2019 |

### Chapter 5 Definitions

#### Labor Agreements

| L-02 | County Jail #3 / #2, 12-Hour Shift Alternative work week Agreement | 10-24-2002 |
| L-05 | Involuntary Satellite Assignments | 12-17-2002 |
| L-09 | Civil Unit Vacation Slots | 12-09-2002 |
| L-13 | Department Overtime | 03-27-2003 |
| L-14 | County Jail #7 Closure | 05-01-2003 |
| L-17 | CARC/DCSS Reporting Procedures | 03-29-2003 |
| L-24 | Overtime Approval Procedure at City Hall Security | 02-05-2004 |
| L-31 | Training Procedure for Personnel Assigned to 12-hour Shifts | 12-22-2004 |
| L-32 | Classification Unit Work Hours | 06-04-2005 |
| L-36 | Satellite Assignments - Non-Rotating Bailiff Assignment | 02-28-2007 |
| L-37 | Procedure for Drafting Personnel for City Hall Events (revised) | 05-16-2007 |
| L-38 | Satellite Assignment - Employees on Modified Duty and/or Disability Leave Status | 06-12-2007 |
| L-41 | Employee Absent from their Satellite Unit Assignment for Ninety (90) Calendar Days or Longer | 09-10-2007 |
| L-45 | Satellite Sign-Up, Eligibility and Selection Process | 01-28-2008 |