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Agreement between the International Brotherhood of Teamsters (Teamsters), Local 350, AFL-CIO and the City and County of San Francisco, 2001-2003

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Union Teamsters (International Brotherhood of Teamsters) AFL-CIO

Local Local 350

Occupations Represented
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Bargaining Agency City and County of San Francisco

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Notes

Contact

Full text contract begins on following page.



MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

TEAMSTERS, LOCAL 350

AND

CITY AND COUNTY OF SAN FRANCISCO

JULY 1, 2001 – JUNE 30, 2003

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ARTICLE I. REPRESENTATION

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and Teamsters, Local 350 (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

ARTICLE I. REPRESENTATION

A. RECOGNITION

1. The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for units as listed below:

3321 Senior Animal Keeper - Bargaining Unit 1KK

2. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this MOU. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Union the City will meet and confer concerning proposed changes to bargaining units.

B. NO STRIKE PROVISION

3. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and represented employees will not engage in any work stoppage as defined in Charter Section A8.346.

C. MANAGEMENT RIGHTS

4. Except as otherwise specifically provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
5. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
6. The exercise of these rights shall not be subject to the grievance procedure.
7. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment.

D. UNION/CITY RELATIONS COMMITTEE

8. The parties hereby agree to establish a Union/City Relations Committee. The Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the City. The chair of the committee will be selected from the City team for the first six (6) months of the committee's term, and will be selected from the Union team for the second six (6) months. The chair shall rotate thereafter.
9. The Committee shall meet every three months if matters of mutual concern are identified by either party. Either party may submit matters for the agenda, provided however, that grievance arbitration matters may not be discussed absent mutual agreement.
10. The Committee is also specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

E. GRIEVANCE PROCEDURES

11. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
12. A grievance is defined as a dispute regarding the application or interpretation of this Agreement or relating to working conditions arising out of the Agreement

A grievance does not include the following:

13.
 1. Performance evaluations provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
14.
 2. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

Time Limits

15. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day", including weekends and holidays.

Steps of the Procedure - Non discipline

16. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.

ARTICLE I. REPRESENTATION

17. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
18. The grievant may have a Union representative present at all steps of the grievance procedure.
19. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than thirty (30) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
20. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
21. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
22. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within ten (10) days of receipt of the Step 1 answer. The intermediate supervisor may convene a meeting or respond in writing within twenty (20) days of receipt of the grievance. If a meeting is held the intermediate supervisor shall respond in writing within twenty (20) days.
23. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.
24. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

ARTICLE I. REPRESENTATION

25. Arbitration: If the Union is dissatisfied with the Step 4 answer it may invoke arbitration by notifying the Director of Employee Relations in writing, within twenty (20) days of the 4th Step decision.

Selection of the Arbitrator

26. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided however that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
27. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike off procedure.

Discipline/Discharge Grievances

28. Permanent employees or employees who have served the equivalent of the probationary period may grieve (appeal) suspensions or discharges.

Steps of the Procedure (Disciplinary Grievances)

29. Step 1. The grievant and/or the union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) days following receipt of the appeal.
30. Step 2. The union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days). The Director may convene a grievance meeting within twenty (20) days with the grievant and the grievant's union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or if none is held within twenty (20) of receipt of the appeal.
31. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) days following issuance of the final City decision.

Selection of the Arbitrator

32. Selection of an arbitrator shall be as in Paragraphs 26 and 27 above.

ARTICLE I. REPRESENTATION

Authority of the Arbitrator

33. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

Fees and Expenses of Arbitrator

34. The fees and expenses of the Arbitrator shall be shared equally by the parties. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the arbitration shall be borne equally by the parties.

Hearing Dates and Date of Award

35. Hearings shall be scheduled within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
36. Any claim for monetary relief shall not extend more than thirty (30) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
37. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

F. OFFICIAL REPRESENTATIVES AND STEWARDS

Official Representatives

38. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
39. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
40. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
41. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

ARTICLE I. REPRESENTATION

Stewards

42. The Union shall at least annually furnish the City with an accurate written list of stewards and alternate stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
43. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
44. Upon notification of a designated management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
45. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
46. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty.
47. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, or a disciplinary action, to interview an employee during the employee's duty time.
48. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

G. UNION SECURITY

Authorization for Deductions

49. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

Dues Deductions

50. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deduction authorizations to the Union within two (2) weeks of receipt.

H. EMPLOYEE REASSIGNMENTS

51. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

I. BULLETIN BOARDS

52. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

J. CIVIL SERVICE RULES

53. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules shall continue to apply to employees covered by this contract. The Civil Service Rules shall not be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

K. DATA

54. The City will provide the Union the following data, by representation unit, for each employee on a quarterly basis within legal and reasonable administrative constraints.
1. Name;
 2. Employee Number;
 3. Department and Section;
 4. Current Classification.

ARTICLE I. REPRESENTATION

55. Upon written request, the City agrees to provide to the Union on an annual basis, gender information by job classification.

L. ADDITIONAL DATA

56. The City will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

ARTICLE II. EMPLOYMENT CONDITIONS

A. NON-DISCRIMINATION

57. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Section 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.

B. PROBATIONARY PERIOD

58. The probationary period, as defined and administered by the Civil Service Commission, shall be one (1) year.

C. RECLASSIFICATION/REORGANIZATION

Effects of Reclassification

59. Upon approval of the reclassification of an existing position by the Human Resources Director or the Civil Service Commission, the incumbent shall be separated from the position, and shall be eligible to exercise seniority to fill another position in the class occupied prior to the reclassification in accordance with the rules of the CSC or provisions of the CBA whichever governs.

Transfer of Work between Bargaining Units/Incidental Employee Work Assignments.

60. The City shall have the right to assign Work to any classification determined to be appropriate for the performance of said duties.
61. The incidental assignment of out of class duties shall be subject to this provision. Incidental duties shall be defined as those constituting a minor portion of the employees assignment.

D. AMERICANS WITH DISABILITIES ACT

62. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.

E. RIGHT TO PRIVACY

63. Employees will have a reasonable expectation of privacy when a department formally allows employees a closed work area as a locker and/or desk drawer with an individual key.

F. SUBCONTRACTING OF WORK (CITY)

"Prop J." Contracts

64. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
65. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
66. 1. possible alternatives to contracting or subcontracting;
67. 2. questions regarding current and intended levels of service;
68. 3. questions regarding the Controller's certification pursuant to Charter Section 10.104 (15);
69. 4. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
70. 5. questions relating to the effect on individual worker productivity by providing labor saving devices;
71. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.
72. In the event represented employees are laid off or displaced as a result of such contracting out, employment counseling will be made available to these employees.

Personal Services Contracts

73. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.

ARTICLE II. EMPLOYMENT CONDITIONS

74. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

G. WORKFORCE REDUCTION

Obligation to Meet & Confer on Employee Workloads

75. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
76. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relation Division, with any reproduction costs above single copies to be paid by the Union.

Advance Notice of Pending Layoffs

77. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this Section shall not apply to "as needed", or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

Layoff Procedures

78. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that effected the layoff in question prior to Citywide bumping.

Credit for Time Served in Temporary Position While on layoff from Permanent Position

79. An employee who has completed probation in a permanent position and who:
80. 1. is "laid off" from said position,
81. 2. is immediately and continuously employed in another classification with the City, either permanent or temporary, and

ARTICLE II. EMPLOYMENT CONDITIONS

82. 3. is thereafter permanently re-employed in his/her former classification without a break in service,
83. 4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

H. TRAVEL REIMBURSEMENT

Municipal Railway

84. An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel.

Mileage Allowance

85. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.

I. REIMBURSEMENT OF PERSONAL EXPENSES

86. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

J. FINGERPRINTING

87. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

K. PERSONNEL FILES

88. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
89. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

ARTICLE II. EMPLOYMENT CONDITIONS

90. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
91. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
92. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.
93. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or the subject of a prior disciplinary action.

L. INDEMNIFICATION OF CITY EMPLOYEES

94. The City shall defend and indemnify an employee against any claim or action against the employee or account of any act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced State law.

ARTICLE III. PAY, HOURS AND BENEFITS

A. WAGES

95. The wage rates for the employees covered by this Agreement shall be increased as follows:

Effective July 1, 2001

Percentage Increase:	3.0%
Salary Grade	Biweekly Rate of Pay at Step 5
05915	\$1,990

Effective January 5, 2002

Percentage Increase:	2.0%
Salary Grade	Biweekly Rate of Pay at Step 5
05955	\$2,028

Effective July 1, 2002

Percentage Increase:	2.5%
Salary Grade	Biweekly Rate of Pay at Step 5
06005	\$2,079

Effective January 4, 2003

Percentage Increase:	2.5%
Salary Grade	Biweekly Rate of Pay at Step 5
06055	\$2,130

Base wage increases shall be rounded to the nearest salary grade.

B. ADDITIONAL COMPENSATION

Acting Assignment Pay

96. Employees assigned by the Department Head or designee to perform the full range of essential functions of a position in a higher classification shall receive compensation at a higher salary if all of the following conditions are met:

- 97. 1. The assignment must be in writing.
- 98. 2. The position to which the employee is assigned must be a budgeted position.
- 99. 3. The employee is assigned to perform the duties of a higher level classification for longer than ten (10) consecutive working days.

100. If each of the above criteria are met and upon verification by the Department Head, an employee shall be paid a one full salary step adjustment (approximately 5%) but which

ARTICLE III. PAY, HOURS & BENEFITS

does not exceed the maximum step of the salary grade of the class to which temporarily assigned, retroactive to the first (1st) day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

101. If each of the above criteria are met but an employee does not receive the acting assignment pay, the employee must file a grievance within thirty days of written notice of the assignment.
102. Requests for classification or reclassification review shall not be governed by this provision.

Supervisory Differential Adjustment

103. The Appointing Officer shall adjust the compensation of a supervisory employee whose compensation grade is set herein subject to the following conditions:
 104. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
 105. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
 106. 3. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
 107. 4. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
 108. 5. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
 109. 6. The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised.

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110. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose class is also covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
111. 7. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
112. 8. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

Bilingual Premium

113. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours but less than forty (40) hours biweekly shall be granted additional compensation of thirty-five dollars (\$35.00) biweekly. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

Night Duty

114. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).
115. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

Standby Pay

116. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid the Federal Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

Call Back

117. Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be paid at the applicable rate for all hours actually worked (with a three (3) hour minimum). This section shall not apply to employees who are called back to duty when on stand-by status.

C. SALARY STEP PLAN AND SALARY ADJUSTMENTS

118. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

Promotive Appointment in a Higher Class

119. An employee or officer who has completed a probationary period or six (6) months of service, whichever is less, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
120. 1. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
121. 2. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

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122. 3. If the appointment deemed promotive is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment, either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive.
123. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class shall be deemed promotive.

Non-promotive Appointment

124. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

Appointment Above Entrance Rate

125. Appointments may be made by an appointing officer at any step in the compensation grade under any of the following conditions:
126. 1. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
127. 2. Loss of compensation would result if appointee accepts position at the normal step.
128. 3. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.
129. 4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

Reappointment Within Six Months

130. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

Compensation Adjustments

131. 1. Prior Fiscal Year Promotion. When an employee is promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the current fiscal year, his/her salary shall be adjusted on July 1 to the rate s/he would have received had s/he been promoted in the current fiscal year.
132. The salary and anniversary increment date of any employee promoted from one class to a higher classification shall be adjusted when such employee would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from the date the promotional examination was held.
133. 2. Salary Increase in Next Lower Rank Classification. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary s/he would have received had s/he remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer of promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.
134. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which s/he is otherwise qualified, and which has a compensation grade higher than the protected salary of the employee.
135. 3. Flat Rate Converted to Salary Range. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation grade number during the current fiscal year shall be paid on the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.
136. 4. Continuation of Salary Step Earned Under Temporary Appointment. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is

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appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary appointment.

137. 5. Credit for Temporary Service. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.
138. 6. Salary Anniversary Date Adjustment. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

139. 1. Transfer. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.
140. 2. Reemployment in Same Classification Following Layoff. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
141. 3. Reemployment in an Intermediate Classification. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification.

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142. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
143. 4. Reemployment in a Formerly Held Classification. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

D. METHODS OF CALCULATION

144. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
145. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

E. SENIORITY INCREMENTS

Advancement Through Salary Steps.

146. Full-time employees shall advance to the second step upon completion of six (6) months service and to each successive step upon completion of the one (1) year required service.
147. Employees who enter a classification at a rate of pay at other than the first step shall advance one (1) step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
148. Date Increment Due. Increments may accrue and become due and payable on the next day following completion of required service as a full-time employee in the class and with approval of the appointing officer, unless otherwise provided herein.

Exceptions

149. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the

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aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

150. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply:
151. 1. An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the compensation grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
152. 2. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

F. WORK SCHEDULES

Regular Work Schedules

153. Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) consecutive hours of work completed within not more than nine (9) hours.
154. Regular Work Week. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) consecutive working days in conjunction with changes in their work shifts or schedules.
153. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer of designee.

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154. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of three hours, and for hours actually worked beyond two hours, computed to the nearest one-quarter hour.

Alternate Work Schedule

155. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules. Requests for alternate work schedules shall not be unreasonably denied.

Voluntary Reduced Work Week

156. Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

Voluntary Time Off Program ("VTOP")

157. The mandatory furlough provisions of CSC Rule 120 shall not apply to covered employees.

158. 1. General Provisions. Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

159. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

2. Restrictions on Use of Paid Time Off while on Voluntary Time Off.

160. a. All voluntary unpaid time off granted pursuant to this section shall be without pay.

161. b. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

162. 3. Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

Part-Time Work Schedules

163. A part-time work schedule is a tour of duty of less than forty hours per week.

G. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedule

164. Compensation fixed herein on a per diem basis are for a normal eight hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.

2. Part-Time Work Schedules

165. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

H. OVERTIME COMPENSATION

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

167. Employees occupying Fair Labor Standards Act (FLSA) exempt (executive, administrative, or professional) positions shall not be paid for overtime worked but may be granted compensatory time off at time and one half.

167. Employees covered by the FLSA who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, except by mutual agreement an employee may accrue compensatory time in accordance with the paragraph above.

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168. For purposes of calculation of overtime, fixed holidays will be considered actual hours worked.

I. FAIR LABOR STANDARDS ACT

169. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

J. HOLIDAYS

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

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

171. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

172. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States shall be a holiday.

173. The City shall accommodate religious belief or observance of employees as required by law.

174. Three additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for floating days off not taken.

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175. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
176. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to Work on the observed holiday, except in cases of unforeseen operational needs.
1. In-Lieu Holidays
177. Requests for in-lieu holidays shall be made to the appropriate management representative prior to or no later than thirty (30) days after the holiday is earned and must be taken within the fiscal year.
178. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
179. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.
2. Holiday Compensation for Time Worked
180. Employees required by their respective Appointing Officers to work on any of the above-specified or substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.
181. Executive, administrative and professional employees designated with the "Z" symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act shall not receive extra compensation for holiday Work but may be granted time off equivalent to the time worked at the rate of one-and-one half (1 1/2) times for work on the holiday.

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3. Holidays for Employees on Work Schedules Other Than Monday Through Friday
182. a. Employees assigned to seven (7) day-operation departments or employees working a five (5) day Work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
183. b. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
184. c. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for Work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.
185. d. Sections b. and c. above shall apply to part-time employees on a pro-rata basis.
186. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
187. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.
4. Holiday Pay for Employees Laid Off
188. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.
5. Employees Not Eligible for Holiday Compensation
189. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

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6. Part-time Employees Eligible for Holidays

190. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.
191. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1//10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
192. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

K. VACATION

193. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16 (dated 12/94)

L. HEALTH AND WELFARE AND DENTAL INSURANCE

Employee Health Care

194. The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.
195. The City shall provide annual audiometric examinations in accordance with the City's Hearing Conservation Program.

Dependent Health Care Pick-Up

196. Current employees in classifications covered by this MOU as of 7/1/98 who have dependents enrolled in the Health Service System will continue to receive a maximum of \$225.00 per month contributed directly to the Health Service System for dependent care pick up. For those employees currently receiving the \$210/month cash payment option they shall continue to receive this benefit for the term of this agreement. Employees hired, appointed, promoted or transferred after 7/1/98 into classifications covered by this MOU will not be eligible for the cash payment option, but would be eligible for the \$225.00 per month for dependent care pick up.

Dental Coverage

197. The City shall provide dental coverage through the term of this agreement.

ARTICLE III. PAY, HOURS & BENEFITS

Unpaid Status

198. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

M. STATE DISABILITY INSURANCE (SDI)

199. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

N. RETIREMENT PICK-UP

200. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that the MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
201. The City shall pick up the full amount of the employees' contribution to retirement.
202. The aforesaid contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

Retirement Seminar Release Time

203. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
204. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
205. All such seminars must be located within the Bay Area.

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206. This section shall not be subject to the grievance procedure.
207. At the request of the Union, the City and Zoo Management will meet with the Union regarding any proposals relating to a severance buyout for the Senior Animal Keepers. Any agreement will be subject to the requirements of Charter section A8.409.

O. RETURN TO WORK PROGRAMS

208. The City shall establish a Return-To-Work Program which shall provide for modified work assignments for employees who have sustained an occupational injury or illness to enable these employees to return to work as soon as possible consistent with their medical restrictions, as determined by licensed physician in accordance with Workers' Compensation laws and regulations.
209. The City recognizes that departments may have varying hours of public service, occupational standards or requirements for employees and other unique or specialized requirements. In order to provide for these unique elements, departments may create departmental Return-to-Work Programs.
210. Departmental Return-to-Work Programs shall conform to the standards of the Citywide Return-to-Work Program, but shall supplement the Citywide Program with procedures to account for the department's unique requirements.
211. Modified duty assignments shall be available only to employees who have suffered an occupational injury or illness and who may return to full duty following a period of recuperation. Such assignments shall be within the sole discretion of the appointing officer. The decision to provide such modified duty and/or the impact of such decisions on the availability of modified duty assignments for occupationally injured employees shall not be subject to grievance or arbitration.
212. An employee's refusal to participate in a Return-to-Work Program may affect benefit eligibility.
213. Employees shall only be compensated for hours worked and may receive supplemental benefits as prescribed by Workers' Compensation laws.
214. An employee shall remain in a modified work assignment for a maximum of sixty (60) days
215. Employee participation in the Return-to-Work Program shall be reviewed every thirty (30) days. Participation in a Return-to-Work may be extended with the agreement of the department and the licensed physician in accordance with Workers' Compensation law.
216. The following terms shall be defined for use in this program as they are in the Civil Service Commission Rules. The terms listed below are provided for informational purposes only and may change. These terms shall not be subject to grievance or arbitration procedures.

ARTICLE III. PAY, HOURS & BENEFITS

1. Occupational Injury or Illness

217. An occupational injury or illness is one that arises out of and occurs in the course of employment as defined by the State of California Labor Code.

2. Temporary Occupational Disability

218. An employee is temporarily disabled for the time following an injury or illness during which the employee:

219. a. is recovering from the effects of the injury/illness; and

220. b. is unable to perform his or her usual and customary job duties as determined by the licensed physician in accordance with Workers' Compensation laws and regulations; and

221. c. is expect to continue to recover or to improve; and

222. d. has not been found to be a "Qualified Injured Worker" as defined by the State of California Labor Code.

3. Modified Work Assignment

223. The term "modified work assignment" is defined as a temporary work assignment provided to an employee who cannot perform his or her usual and customary job duties as a result of an occupational injury or illness. A modified work assignment may be provided when an individual is recuperating from an occupational injury or illness. The assignment must comply with the employee's medical restrictions.

224. Unless specifically addressed herein, those terms and conditions of employment which are set forth in Civil Service Commission Rule 120- Leave of Absence shall apply to employees covered by this agreement.

225. Denial of Leave of Absence shall be subject to the grievance procedure. Except as so provided, the grievance procedure shall not apply to the provisions of Rule 120.

P. DISABILITY LEAVE

226. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular Work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

ARTICLE III. PAY, HOURS & BENEFITS

227. The failure of the employee to exercise the option to supplement disability indemnity payments within thirty (30) calendar days following release from disability leave shall preclude later requests.
228. Salary may be paid on regular time rolls and charged against the unused sick leave with pay credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
229. The City shall adjust the employee's sick leave with pay credit balance and reimburse the appropriate City fund for the amount of sick leave with pay credits charged and paid, when an employee has used sick leave with pay credits and the Department of Human Resources subsequently determines that the employee was entitled to disability indemnity payment for the period of absence.

Q. USE OF SICK LEAVE WITH PAY CREDITS TO SUPPLEMENT STATE DISABILITY INSURANCE

230. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one-tenth (.1) hour.
231. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-tenth (.1) hour provides up to, but does not exceed, the regular net salary the employee would have received for the normal work schedule excluding overtime.
232. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on the prescribed form to the appointing officer or designee within seven (7) calendar days following the first date of absence.
233. An employee who supplements SDI, shall earn sick leave with pay credits at the normal rate only for those hours of sick leave pay credits used.

R. PILOT WELLNESS INCENTIVE PROGRAM

234. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
235. Effective July 1, 2002, any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.
236. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the

ARTICLE III. PAY, HOURS & BENEFITS

time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

Example of Calculation

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

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

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
50% x 500 hours = 250 hours.

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

237. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.
238. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

S. VOLUNTEER/PARENTAL RELEASE TIME

239. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
240. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

**ARTICLE IV. TRAINING, CAREER DEVELOPMENT AND
INCENTIVES**

241. Represented employees shall be on paid status when required to attend educational programs scheduled during normal working hours.

A. EDUCATION

242. Access to training/educational opportunities will be made available equitably to employees covered by this MOU in order to increase the capacity of an employee to perform his/her job, and to update skills for all electronic, mechanical and new technology.

B. TUITION AND TRAINING REIMBURSEMENT FUND

243. The City agrees to allocate three thousand dollars (\$3,000.00) to a Tuition and Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement.

244. If a portion of the allocated funds under either section remains unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year, not to exceed five thousand dollars (\$5,000.00), and shall be available to be expended.

C. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

245. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license, excluding drivers licenses.

246. Upon mutual agreement employees shall be provided reimbursement and related expenses to attend local professional association meetings, conferences, classes, courses, seminars and other programs to maintain certificates, licenses or registrations required by condition of employment.

D. PROFESSIONAL ORGANIZATIONS - DEPARTMENTAL MEMBERSHIPS

247. Subject to the budgetary and fiscal limitations, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

248. Employees assigned to attend educational programs outside of regular work hours shall be compensated at straight time.

249. All represented classes which require a valid license registration or certificate shall be allowed a maximum of 40 hours of educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes which are necessary to achieve the particular classification's recertification or relicensure.

ARTICLE V. WORKING CONDITIONS

A. WORK CLOTHING

250. In the event uniforms are required for any represented class, the City shall provide and maintain such uniforms (including shoes).
251. Upon request of the Senior Animal Keepers, Zoo Management agrees to consider their input regarding potential formation of a new uniform program.

B. TOOL INSURANCE

252. The City agrees to indemnify employees covered under this MOU for the loss or destruction of the employee's tools subject to the following conditions:
253. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.
254. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
255. 3. Upon approval of this MOU and prior to any losses, the employee must submit a list of his/her tools to his/her appointing office and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
256. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.
257. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
258. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, the local police department and the Union.
259. b. The statement must contain the member's location, and details of loss, date of loss and date reported to the police.

ARTICLE V. WORKING CONDITIONS

260. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
261. 6. In case of damage due to fire, the requirements of Section 5 above shall be followed with the exception that verified reports need not be filed with the police.
262. 7. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00). The City will make its best effort to pay such claims within ninety (90) calendar days.
263. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee or his appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to the appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from Work as a result thereof.

C. EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program Advisory Committee

264. The Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

D. SELECTION OF PAID LEAVE TIME

265. Subject to management approval, Senior Keepers with twenty-five (25) or more years of City service shall select their paid leave time each December 1 for the next calendar year.

ARTICLE VI. HEALTH AND SAFETY

266. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees.
267. When an employee believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall notify either their supervisor and/or the Zoo Management's Safety Committee and/or Safety Officer. If the Zoo Management agrees the assignment is hazardous or unsafe, it will seek to eliminate the condition expeditiously. In addition, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.
268. Each department shall have a Health and Safety Committee with a representative from the Union.

Video Display Equipment Working Conditions

269. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.
270. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.
271. 1. Eye Examinations. The City and the Union agree that the subject of eye examinations for employees required to use video display equipment should be referred to the Joint Labor-Management Health & Safety Committee for review.
272. 2. Breaks. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' work.
273. 3. Physical Plant. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and Work environment for users of video display equipment:

ARTICLE VII. IMPLEMENTATION & TERM OF AGREEMENT

274. a. Where necessary, effective glare screens shall be affixed to the front of such machines;
275. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
276. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
277. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.
278. 4. Inspection of Machines. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.
279. 5. Pregnancy. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

Right to Know

280. Material Safety Data sheets shall be available for inspection by employees or their Union representative.

Safety Equipment

281. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

ARTICLE VII. IMPLEMENTATION AND TERM OF AGREEMENT

A. MEET AND CONFER/SCOPE OF AGREEMENT

282. This agreement sets forth the full and entire understanding of the parties regarding the matters herein.
283. 1. Except in cases of health and safety emergencies or as otherwise provided in this MOU, the City shall give reasonable written certified notice to the Union of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5 not contained in this agreement. The Union shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
284. In cases of health and safety emergencies when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
285. 2. If the Union does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in paragraph 1 hereof, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change.
286. 3. If the Union timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Union over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
287. 4. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.
288. 5. This provision is not intended to bar any grievance submitted in accordance with the terms of this MOU.

B. SAVINGS CLAUSE

289. Should any part of this Memorandum be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination the parties agree to immediately meet

ARTICLE VII. IMPLEMENTATION & TERM OF AGREEMENT

and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

290. The parties agree to take any and all necessary actions to correct any clerical errors that alter the negotiated intent of this MOU.

C. DURATION OF AGREEMENT

291. This Agreement shall be effective July 1, 2001, and shall remain in full force and effect through June 30, 2003.

ARTICLE VII. IMPLEMENTATION & TERM OF AGREEMENT

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2001.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____ on _____, 2001.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Andrea R. Gourdine
Director, Human Resource Services

Bob Morales
Business Representative

Geoffrey L. Rothman
Director, Employee Relations Division

Emily Prescott
Labor Negotiator, Employee Relations Division

APPROVED AS TO FORM:
LOUISE H. RENNE, CITY ATTORNEY

Linda Ross
Chief Labor Attorney

Attachment A

Schedules of Compensation
July 1, 2001 - June 30, 2003

Teamsters, Local 350

Effective Date	Class Title	Salary Grade	Biweekly Rate of Pay				
			Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	3321 Senior Animal Keeper	05915	\$1,638	\$1,719	\$1,805	\$1,895	\$1,990
1/5/02	3321 Senior Animal Keeper	05955	\$1,670	\$1,752	\$1,840	\$1,932	\$2,028
7/1/02	3321 Senior Animal Keeper	06005	\$1,710	\$1,796	\$1,886	\$1,980	\$2,079
1/4/03	3321 Senior Animal Keeper	06055	\$1,752	\$1,840	\$1,932	\$2,028	\$2,130

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Teamsters, Local 350

5/15/01