

UC Berkeley

Labor Contracts Repository

Title

Agreement between the Bricklayers and Allied Crafts, Local 3, and Hod Carriers, Local 36 and the City and County of San Francisco, 2001-2003

Permalink

<https://escholarship.org/uc/item/14s6f12x>

Author

Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

Publication Date

2001

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 62 **Language** English **Country** United States **State** CA

Union Bricklayers and Allied Crafts

Local Local 3 (ALSO Hod Carriers Local 36)

Occupations Represented
Brickmasons, blockmasons, and stonemasons

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

Source <http://www.ci.sf.ca.us/dhr/mou/L3bricklayersL36HODCARRIERS/2001%20MOU%20Bricklayers-Hodcarriers.pdf>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
BRICKLAYERS AND ALLIED CRAFTS, LOCAL 3
AND
HOD CARRIERS, LOCAL 36

JULY 1, 2001 - JUNE 30, 2003

TABLE OF CONTENTS

	PAGE
ARTICLE I - REPRESENTATION	1
I.A. RECOGNITION	1
I.B. INTENT	1
I.C. OBJECTIVE OF THE CITY	1
I.D. MANAGEMENT RIGHTS	2
I.E. GRIEVANCE PROCEDURE	2
I.F. AGENCY SHOP	7
1. Establishment of Agency Shop	7
2. Implementation of Agency Shop	7
I.G. NO WORK STOPPAGES	10
I.H. APPRENTICESHIP PROGRAM	10
 ARTICLE II - EMPLOYMENT CONDITIONS	 11
II.A. PERSONNEL FILES	11
II.B. PROBATIONARY PERIOD	14
 ARTICLE III - PAY, HOURS AND BENEFITS	 12
III.A. WAGES	12
III.B. MAINTENANCE AND CHARGES	12
III.C. WORK SCHEDULES	12
III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES	14
1. NORMAL WORK SCHEDULE	14
2. PART-TIME WORK SCHEDULES	14
III.E. ADDITIONAL COMPENSATION	14
1. NIGHT SHIFT DIFFERENTIAL	14
2. SEWAGE PREMIUM	15
3. ACTING ASSIGNMENT PAY	15
4. SUPERVISORY DIFFERENTIAL ADJUSTMENT	15
III.F. WORKER'S COMPENSATION	17
III.G. OVERTIME COMPENSATION	18
RECORDATION OF OVERTIME	19
III.H. HOLIDAYS AND HOLIDAY PAY	20
1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE	20
2. HOLIDAYS THAT FALL ON SATURDAY	20
3. HOLIDAY COMPENSATION FOR TIME WORKED	21
4. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY	21
5. HOLIDAY PAY FOR EMPLOYEES LAID OFF	21
7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS	22
8. FLOATING HOLIDAYS	22
9. PAID FURLOUGH DAYS	22
8. FLOATING HOLIDAY	22
III.I. TIME OFF FOR VOTING	23

III.J.	SALARY STEP PLAN AND SALARY ADJUSTMENTS	23
III.K.	HEALTH AND WELFARE	26
1.	EMPLOYEE HEALTH COVERAGE	26
2.	DEPENDENT HEALTH CARE PICK-UP	26
3.	DENTAL BENEFITS.....	26
4.	CONTRIBUTIONS WHILE ON UNPAID LEAVE	26
5.	SINGLE EMPLOYEES.....	26
III.L.	RETIREMENT CONTRIBUTION	28
	RETIREMENT SEMINAR RELEASE TIME.....	32
III.M.	FEDERAL MINIMUM WAGE.....	28
III.N.	FAIR LABOR STANDARDS ACT.....	29
III.O.	STATE DISABILITY INSURANCE ENABLER.....	29
III.P.	VOLUNTEER/PARENTAL RELEASE TIME	
ARTICLE IV	- WORKING CONDITIONS	30
IV.A.	SAFETY EQUIPMENT	
IV.B.	PROTECTIVE CLOTHING	36
IV.C.	TOOL INSURANCE.....	30
IV.D.	REPLACEMENT OF PRESCRIPTION EYEGLASSES.....	31
ARTICLE V	-SCOPE.....	32
V.A.	SAVINGS CLAUSE	32
V.B.	ZIPPER CLAUSE	32
	PAST PRACTICE.....	32
	CIVIL SERVICE RULES/ADMINISTRATIVE CODE.....	32
V.C.	DURATION OF AGREEMENT	33

ARTICLE I - REPRESENTATION

- 1. Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Bricklayers, Stone Masons, Terrazzo Mechanics, Marble Masons, Pointers, Caulkers and Cleaners, Local Union No. 7 and the Hod Carriers Local Union No. 36 (hereinafter "Union").

I.A. RECOGNITION

- 2. The City acknowledges that the Unions have been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

7307	Bricklayer	Unit 1-E	Local 3
7378	Tile Setter	Unit 1-E	Local 3
7428	Hod Carrier	Unit 1-I	Local 36

I.B. INTENT

- 3. It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until formally adopted by the Board of Supervisors in accordance with procedures, terms and provisions of the Charter applicable thereto. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

I.C. OBJECTIVE OF THE CITY

- 4. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.
- 5. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.
- 6. Employees who work at less than acceptable levels of performance may be subject to

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hodcarriers, Local 36

disciplinary measures in accordance with applicable Charter provisions and rules.

I.D. MANAGEMENT RIGHTS

7. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

I.E. GRIEVANCE PROCEDURE

8. This grievance procedure applies to conditions of employment as set forth in this agreement.
9. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in this agreement.

EXCLUSION OF CIVIL SERVICE MATTERS

10. The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

GRIEVANCE PROCEDURE STEPS

11. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP 1:

12. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.

13. c. The Letter of Grievance - Step One, shall contain:
 - (1) The date of the informal discussion,
 - (2) The date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
 - (3) The specific section(s)/subsection(s) of this agreement,
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.
14. d. The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.
15. e. The Answer to Letter of Grievance - Step One, shall contain:
 - (1) The date of receipt of the Letter of Grievance - Step One,
 - (2) The date of the submission of the Answer to Letter of Grievance -Step One, to the grievant,
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The resolution of the grievance.

STEP 2:

16. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, and the Employee Relations Director.
17. b. The Letter of Grievance - Step Two, shall contain:
 - (1) The date of receipt, by the grievant, of the answer to Letter of Grievance Step One,
 - (2) Date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
 - (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

- (4) A full and complete explanation of the circumstances of the grievance, and
- (5) The remedy sought by the grievant.

18. c. The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.

19. d. The Answer to Letter of Grievance - Step Two shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Two,
 - (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The resolution of the grievance.

STEP 3:

20. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.

21. b. The Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,
 - (2) Date of submission of the Letter of Grievance - Step Three, to the appointing authority,
 - (3) The specific section(s)/subsection(s) of this agreement,
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.

22. c. The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant and the Employee Relations Director.

23. d. The Answer to Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Three,

- (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,
- (3) A full and complete explanation of the circumstances of the grievance, and
- (4) The resolution of the grievance

- 24. e. Unless waived by written mutual agreement of the grievant and the appointing authority, a hearing is required at this step.
- 25. f. The seven (7) working day time limited noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

STEP 4:

- 26. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.
- 27. b. Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.
- 28. c. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
- 29. d. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.

30. e. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
31. f. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
32. g. The decision of the hearing officer shall be final and binding upon the parties.
33. h. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in this agreement. Further, the hearing officer shall have no power to amend, or recommend an amendment of this agreement.
34. i. Each party shall bear its own expenses in connection with the hearing including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. 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. All fees and expenses of the hearing officer and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case the employees of the City, they shall be compensated at their usual rate of pay for any time spent traveling to or from, and attending the hearing.

THE EFFECT OF FAILURE OF TIMELY ACTION

35. Failure to the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

TIMELINESS OF GRIEVANCE

36. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

37. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.
38. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of this agreement. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

I.F. AGENCY SHOP

39. 1. Establishment of Agency Shop
- Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.
40. If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.
41. 2. Implementation of Agency Shop
- Once agency shop has been established pursuant to the procedures outlined above, the following shall prevail.

a. Application

42. Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 1-E when on paid status. These provisions shall not apply to individual employees of the City in representation Unit 1 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

b. Agency Shop Fee

43. All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal.

c. Religious Exemptions

44. Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

d. Payroll Deductions

45. Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.

46. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.

47. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union. Failure of an employee to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

48. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be regularly provided to the Union, at a cost not to exceed the actual cost, as determined by the Controller.

49. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

e. Revocation of the Agency Shop Fee

50. The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

f. Financial Reporting

51. Records of financial transactions shall be maintained and made available by the Union, as required by California Government Code Section 3502.5(d).

g. Indemnification

52. The Union agrees to indemnify and hold the City harmless for any loss or

damage arising from the operation of this provision.

I.G. NO WORK STOPPAGES

53. It is mutually agreed and understood that during the period this MOU is in force and effect the Union or represented employees will not authorize or engage in any strike, slowdown, or work stoppage.

I.H. APPRENTICESHIP PROGRAM

54. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:
55. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill a journey-level vacancy with either a journey-level worker or an apprentice; and
56. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step of flat rate, whichever is applicable, of the journey- level class.
57. The following journey-level classes (“Apprenticeship Classes”) shall be eligible for an apprenticeship program.

7307 Bricklayer
7378 Tile Setter

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. PERSONNEL FILES

58. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for purpose of assisting the City in defending itself in legal or administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document (s) have been sealed. Performance evaluations are excluded from this provision.
59. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.

II.B. PROBATIONARY PERIOD

60. All permanent appointees shall serve a six (6) month probationary period as defined and administered by the Civil Service Commission.
61. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

62. Base wages shall be increased as follows:

Effective July 1, 2001 3.0%	Effective January 5, 2002 2.0%
Effective July 1, 2002 2.5%	Effective January 4, 2003 2.5%

63. All base wage increases shall be rounded to the nearest salary grade.

64. Wage rates are set forth in Attachment A.

III.B. MAINTENANCE AND CHARGES

65. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on timerolls and payrolls in accordance with a schedule of maintenance charges fixed and determined in the Annual Salary Ordinance.

III.C. WORK SCHEDULES

66. NORMAL WORK SCHEDULES

The normal work day shall be a tour of duty of eight (8) hours completed within not more than nine (9) hours.

67. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

68. The normal work week shall consist of work in five (5) consecutive days with two (2) consecutive days off.

69. The purpose of this section is to define the normal work week and day. It is not to be read as a guarantee of a particular number of hours of work or of a particular schedule of work.

Exceptions:

70. 1. The 20-20 Educational Program.
71. 2. Specially funded training programs approved by the Department of Human Resources.
72. 3. Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
73. 4. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedule for such operations.
74. 5. Employees shall receive no compensation when properly notified (2hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
75. 6. 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.
76. 7. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
77. 8. Voluntary Reduced Work Week - Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, 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 nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
78. 9. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

PART-TIME WORK SCHEDULE

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

III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

80. 1. **NORMAL WORK SCHEDULE**

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.

81. 2. **PART-TIME WORK SCHEDULES**

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

III.E. ADDITIONAL COMPENSATION

82. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

1. **LEAD WORKER PAY**

83. Employees in class 7307 Bricklayers, 7378 Tilesetter, 7428 Hodcarrier who are designated in writing by their supervisor or foreman shall be entitled to \$9.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate and order material, or take the lead on any job when at least two mechanics in the same classification as the lead mechanic are assigned to the same job. Effective July 1, 2002, the rate shall be \$10.00 per day.

2. **NIGHT SHIFT DIFFERENTIAL**

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

84. 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% shall be 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.)

85. 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) hours 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% shall be 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.

3. SEWAGE PREMIUM

86. Classification 7307 Bricklayer and 7428 Hod Carrier assigned to Sewer Repair, shall be entitled to a \$4.00 per day premium during the first year of this agreement, and \$5.00 per day premium during the second year of this agreement, when assigned work which requires prolonged routine daily contact with untreated human/animal sewage.

4. ACTING ASSIGNMENT PAY

87. Adjustment of compensation shall be 5% above base salary if all the following conditions are met:

- 1) The assignment shall be in writing;
- 2) Assigned position must be budgeted;
- 3) The employee is assigned to perform the duties of a higher classification for longer than 11 consecutive working days, after which acting assignment pay shall be retroactive to the first day.

Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.

5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

88. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose grade of compensation is set herein subject to the following conditions:
89. a. 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.
90. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
91. c. 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.
92. d. The compensation schedule 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.
93. e. The adjustment of the compensation grade of the supervisor shall be to the nearest compensation grade representing, but not exceeding, one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised.
94. If the application of this Section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to the amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions herein are also met.
95. f. The decision of the Department of Human Resources as to whether the compensation grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.
96. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the

employee became eligible for such adjustment under these provisions.

97. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.
98. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 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 Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%)
99. i. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
100. j. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

II.F. WORKER'S COMPENSATION

101. An employee who is absent because of an occupational or non-occupational disability ("disability leave") and who is receiving Workers' Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance ("disability indemnity pay"), may request that the amount of disability indemnity payment be supplemental with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.
102. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
103. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.

Sick leave with pay, vacation compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

104. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.G. OVERTIME COMPENSATION

105. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees: a), in excess of the regular or normal work day for daily overtime or, b) in excess of forty hours per City workweek for weekly overtime shall be 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. Employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.
106. The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for weekly overtime payment.
- Further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than forty (40) hours per City workweek. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
107. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.
108. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

109. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half.
110. Employees occupying positions determined by the Department of human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules
111. RECORDATION OF OVERTIME
- All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
112. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
113. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.

III.H. HOLIDAYS AND HOLIDAY PAY

114. A holiday is calculated based on an eight hour day. The following days are designated as holidays:

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)

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

116. 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.

1. **HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

117. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

2. **HOLIDAYS THAT FALL ON SATURDAY**

118. 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 provisions 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 Administrative Code Section 16.4. 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.

3. HOLIDAY COMPENSATION FOR TIME WORKED

119. 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 additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

120. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol 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 times for work on the holiday.

4. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

121. Employees assigned to seven-day operation departments or employees working a five-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.

122. 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.

123. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

124. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. 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 holiday entitlement than an employee on a Monday through Friday work schedule.

5. HOLIDAY PAY FOR EMPLOYEES LAID OFF

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

125. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

126. 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 working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

127. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.

128. 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.

129. 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 appointing officer.

8. FLOATING HOLIDAY AND PAID FURLOUGH DAYS

130. Three (3) floating holidays in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer or 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 holidays. Employees hired on an as-needed,

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hod Carriers, Local 36

intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the appointing officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

131. Represented employees shall continue to receive two (2) paid furlough days for each fiscal year of this Agreement.

III.I. TIME OFF FOR VOTING

132. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

III.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

2. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS**

134. The employee shall receive a salary in the promotive class that is closest to an adjustment of 10% 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.

For purpose of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

3. **NON-PROMOTIVE APPOINTMENT**

135. 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. If the salary steps do not match, then the employee shall receive the salary step that is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

136. 4. **EXEMPT APPOINTIVE POSITION**

An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary

grade, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

5. REAPPOINTMENT WITHIN SIX MONTHS

137. 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.

6. COMPENSATION ADJUSTMENTS

138. a. Prior Fiscal Year - When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.

139. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who 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 which the promotional examination was held.

140. b. Salary Increase in Next Lower Rank - When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through salary standardization 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 he/she would have received had he/she 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 to 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.

141. The special rate of pay herein provided shall be discontinued if the

employee fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a compensation grade higher than the protected salary of the employee.

142. c. Flat Rate Converted to Salary Range - An employee serving in a class in the prior fiscal year at a flat rate which 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.

7. COMPENSATION UPON TRANSFER OR REAPPOINTMENT

143. a. Transfer: An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she 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.

144. b. Reemployment in the Same Class 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.

145. c. Reemployment in an Intermediate Class - An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

III.K. HEALTH AND WELFARE

1. EMPLOYEE HEALTH COVERAGE

146. Health System for each employee who is a member of the Health Service System. The level of benefits will be determined by the Health Service System.

2. DEPENDENT HEALTH CARE PICK-UP

147. The City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charge for the employee plus two or more dependents category.

3. DENTAL BENEFITS

148. Covered employees are eligible to participate in the city's dental program. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

149. 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.

5. SINGLE EMPLOYEES

150. For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.

6. PILOT WELLNESS INCENTIVE PROGRAM

151. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
152. 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.
153. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.
154. 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
155. 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.
156. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
157. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.
158. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.L. RETIREMENT CONTRIBUTION

159. The City shall pick up the full amount of the employee's contribution to retirement.
160. 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 Systems (SFERS). The fact that a 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.
161. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this agreement or the impasse procedures of Charter Section A8.409.

RETIREMENT SEMINAR RELEASE TIME

162. 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.

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 of other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Released time shall not be unreasonably withheld.

163. All such seminars must be located within the Bay Area.
164. This section shall not be subject to the grievance procedure.

III.M. FEDERAL MINIMUM WAGE

165. Notwithstanding any of the other provisions of this Agreement, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

III.N. FAIR LABOR STANDARDS ACT

166. City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

III.O. STATE DISABILITY INSURANCE ENABLER

167. Upon proper notification from the Union, the City shall cause all employees covered by this agreement to be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.

III.P. VOLUNTEER/PARENTAL RELEASE TIME

168. 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).
169. 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 - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

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

IV. B. PROTECTIVE CLOTHING

171. For employees in classes 7307 Bricklayer, 7378 Tile Setter and 7428 Hod Carrier, the City agrees to provide three (3) pairs of protective overalls for each employee. The cost of overalls and laundry of the same shall be paid by the City. In addition, the department will furnish adequate foul weather gear.

IV.C. TOOL INSURANCE

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:

172. 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.
173. 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.
174. 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 officer 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.
175. 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.
176. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
177. 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.

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hodcarriers, Local 36

178. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
179. 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.
180. 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.
181. 7. The first Twenty Dollars (\$20.00) 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 Twenty Dollars (\$20.00).
182. 8. The specific dollar amount of the replacement costs for tools qualifying for reimbursement hereunder shall be determined by the department after consultation with the affected employee and shall be based, where possible, on tools of the same brand and model as those being replaced.
183. In the event of a dispute concerning the appropriate replacement amount, the employee may first file a grievance at step two (2). The grievance may not be considered beyond step four (4) and the decision of the Appointing Officer shall be final and binding.

IV.D. REPLACEMENT OF PRESCRIPTION EYEGLASSES

184. This provision is designed to replace prescription safety glasses for those unit members who work under conditions that make the wearing of safety goggles or a protective mask impracticable. For unit employees who meet the above test, the City will reimburse the employee for prescription safety glasses that are damaged in the course of their work, provided that the employee has exercised reasonable care with respect to his/her glasses. The reimbursement shall be limited to that portion of the cost of replacement glasses, which are comparable to those damaged, that is not otherwise covered by insurance.
185. To be eligible for reimbursement, the employee must apply for whatever insurance coverage may be available to him/her and meet all the other criteria set forth above.

ARTICLE V -SCOPE

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

V.A. SAVINGS CLAUSE

187. Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

V.B. ZIPPER CLAUSE

188. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

PAST PRACTICE

189. Any past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

190. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. Such Civil Service Rules and Administrative Code provisions shall be appended by reference to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the

grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended by reference to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

191. The City and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

V.D. DURATION OF AGREEMENT

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

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

FOR THE CITY:

FOR THE UNIONS:

Andrea R. Gourdine
Human Resources Director

Alex Corns
Business Manager & Secretary-Treasurer
Hod Carriers Union, Local 36

Geoffrey L. Rothman
Director, Employee Relations Division

Dave Jackson
Business Representative
Bricklayers and Allied Crafts, Local 3

Approved as to Form:
CITY ATTORNEY

Linda M. Ross
Chief Labor Attorney

Attachment A

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

Bricklayers, Local 3

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	7307 BRICKLAYER	✓	06450	\$2,124	\$2,230	\$2,342	\$2,459	\$2,582
	7378 TILE SETTER	✓	06090	\$1,782	\$1,871	\$1,965	\$2,063	\$2,166
1/5/02	7307 BRICKLAYER	✓	06490	\$2,166	\$2,274	\$2,388	\$2,507	\$2,632
	7378 TILE SETTER	✓	06130	\$1,818	\$1,909	\$2,004	\$2,104	\$2,209
7/1/02	7307 BRICKLAYER	✓	06540	\$2,221	\$2,332	\$2,449	\$2,571	\$2,700
	7378 TILE SETTER	✓	06180	\$1,862	\$1,955	\$2,053	\$2,156	\$2,264
1/4/03	7307 BRICKLAYER	✓	06590	\$2,274	\$2,388	\$2,507	\$2,632	\$2,764
	7378 TILE SETTER	✓	06230	\$1,909	\$2,004	\$2,104	\$2,209	\$2,319

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Bricklayers, Local 3

5/15/01

Memorandum of Understanding/July 1, 2001 – June 30, 2003
City and County of San Francisco
Bricklayers and Allied Crafts, Local 3 and Hodcarriers, Local 36

Attachment A

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

Hodcarriers, Local 36

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	7428 HODCARRIER	✓	06020	\$1,723	\$1,809	\$1,899	\$1,994	\$2,094
1/5/02	7428 HODCARRIER	✓	06060	\$1,756	\$1,844	\$1,936	\$2,033	\$2,135
7/1/02	7428 HODCARRIER	✓	06110	\$1,800	\$1,890	\$1,985	\$2,084	\$2,188
1/4/03	7428 HODCARRIER	✓	06160	\$1,844	\$1,936	\$2,033	\$2,135	\$2,242

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Hodcarriers, Local 36

5/15/01