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Agreement between the Painters Union District Council #8, Local 4 and the City and County of San Francisco, 2001-2003

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Union Painters Union

Local District Council #8, for Local 4

Occupations Represented
Painters and paperhangers

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
PAINTERS UNION DISTRICT COUNCIL #8 for LOCAL 4
JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I - REPRESENTATION

- 1. This Memorandum of Understanding (hereinafter "Agreement") 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 Painters Local #4, District Council No. 8 (hereinafter "Union").

I.A. RECOGNITION

- 2. The Union is recognized as the employee representative for bargaining unit 1-S. That unit consists of the following classes:

7242	Painter Supervisor I - Unit 1-S
7278	Painter Supervisor II - Unit 1-S
7346	Painter - Unit 1-S

I.B. INTENT

- 3. This Agreement shall not be binding or effective until it has been formally approved and adopted by the City in accordance with provisions and procedures of the Charter applicable thereto. Moreover, it is the intent of the Mayor, acting on behalf of the City, to make a binding agreement only on those matters within the scope of representation to which the parties have expressly agreed and as are within the Mayor's jurisdiction, powers and authorities. The Mayor does not intend or attempt to bind any board, commission or officer to any provision of this agreement over which the Mayor does not have authority or jurisdiction.

I.C. NO STRIKE PROVISION

- 4. The City will not lock out the employees who are covered by this agreement. The Union and the employees shall not strike, cause, encourage or condone work stoppages, or organized, nor shall the Union or any person covered hereunder honor any picket line of any group of City employees who are obliged under a contractual no strike provision or any provision of the City Charter to refrain from strikes, slowdowns, or work stoppages against the City and County of San Francisco.

I.D. OBJECTIVE OF THE CITY

- 5. 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 Agreement

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within their respective roles and responsibilities.

6. The Union recognizes the City's right to establish and/or revise performance levels 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. City shall not require unfair production quotas.
7. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

I.E. MANAGEMENT RIGHTS

8. 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.F. UNION SECURITY

Implementation

9. 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 and covered by this Agreement; provided that the election requirement shall be waived upon a showing that two thirds (2/3) of such employees are dues paying members of the recognized employee organization.
10. If agency shop is approved by a majority of those eligible to vote or by showing of two-thirds (2/3) membership, the City agrees to establish an agency shop for non-supervisory classes within the represented unit.

I.G. AGENCY SHOP

11. Once agency shop has been established pursuant to the implementation procedures outlined above, the following shall prevail.

1. Application

12 Except as provided otherwise herein, these provisions shall apply to all non-supervisory employees of the City in all classifications represented by the Union in representation Unit 1-S 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 Employer-Employee Relations Ordinance.

13. 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 Ordinance.

14. 2. Agency Shop Fee

All current and future employees of the City as described herein 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 standard initiation fee and 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.

15. 3. Religious Exemptions

Any employee of the City in a classification described herein, 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 to the Union. In lieu thereof, the employee claiming the religious exemptions shall be required to pay a charity fee equal to the service fee to one of the following named organizations: American Cancer Society, American Heart Association and American Red Cross.

16. 4. Payroll Deductions
- 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.
17. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described herein.
18. 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.
19. 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 provided to the Union quarterly, at a cost not to exceed the actual cost, as determined by the Controller.
20. 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.
21. 5. Revocation of the Agency Shop Fee
- 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.
22. 6. Financial Reporting
- The Union shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959.
23. 7. Indemnification
- The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

24. 8. Hudson Compliance

The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees.

Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in Hudson, 475 U.S. 292.

I.H. UNION REPRESENTATIVES AND STEWARDS

25. 1. Union Representatives

The union may select as many as one employee member of such organization from the appropriate units represented by such organization, and one additional from such employee members for each 25 employees in such unit or major fraction thereof, in excess of 25 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations, the appointing officer or a board or commission when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

- 26. a. 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.
- 27. b. No selected member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized executive management official.
- 28. c. 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.

29. 2. Stewards

The Union shall furnish the City with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time. The City will only recognize those shop stewards officially designated in writing, by the Union.

30. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

31. Upon notification of an appropriate 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 shop steward release time will be equitably distributed.

32. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a city departmental rule (intoxication, theft, etc.) the shop steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

33. Shop stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a shop steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.

34. Shop Stewards may distribute a package of union materials to new members and briefly explain its contents. Any discussion concerning this material shall only be done during non-working time of both the shop steward and the employee(s). Except as authorized in this section, shop stewards shall not conduct union business on City time and they shall be responsible for the full and prompt performance of their workload.

I.I. GRIEVANCE PROCEDURE

35. The following procedure is adopted by the Parties to provide for the orderly and efficient disposition of grievances and is the sole and exclusive procedure for resolving grievances as defined herein.
36. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a provision or condition of employment provided in this Agreement.

Time Limits

37. 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

38. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure.
39. 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.
40. The grievant may have a Union representative present at all steps of the grievance procedure. A Union representative shall be present at all steps of the grievance procedure beginning at Step 2.
41. 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.
42. 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 or the Union.

43. The immediate supervisor shall respond in writing within ten (10) days following receipt of the Step 1 written grievance.
44. 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 must respond in writing within thirty (30) days of receipt of the Step 2 grievance.
45. 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 shall respond in writing within thirty (30) days of receipt of the Step 3 grievance.
46. 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 shall respond to the appeal in writing within thirty-five (35) days of receipt of the Step 4 grievance.

ARBITRATION

47. If the Union is dissatisfied with the Step 4 response it may invoke arbitration by notifying the Director, Employee Relations in writing, within thirty (30) days of the date of the Step 4 decision.

Selection of the Arbitrator

48. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon the parties shall request that the State Mediation and Conciliation Service provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name which remains shall be the arbitrator designated to hear the particular matter.
49. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the State Mediation and Conciliation Service.

Authority of the Arbitrator

50. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.

Fees and Expenses of Arbitrator

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51. Each party shall bear its own expenses in connection with the arbitration, 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 arbitrator and the court reporter, if any, shall be split equally between the parties.

Hearing Dates and Date of Award

52. The parties shall make their best efforts to schedule hearings 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 arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
53. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income derived from any subsequent employment or unemployment compensation received by the employee.
54. 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.

I.J. APPRENTICESHIP PROGRAM

55. 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:
56. 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
57. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level class.

58. The following journey-level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:

7346 Painter

The parties shall use all reasonable efforts to implement promptly mutually agreeable apprenticeship programs.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. SUBSISTENCE AND EXPENSE

59. Employees shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.32, seven (7) days a week, for room and board for such period as the employee is required to live away from the employee's place of residence. Such payments are for reimbursement of expenses incurred in the performance of official duties and are not compensation for duties performed.

II.B. MILEAGE

60. Mileage shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.34.

II.C. SAFETY STANDARDS

61. The City agrees to maintain safety standards for Painters as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA laws.

II.D. PERSONNEL FILES

62. 1. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at his/her request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.

63.
 2. 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 such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand delivery, except disciplinary notification which must be sent by certified mail when the employee is on leave.
64.
 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to his/her performance of assigned duties in the file.
65.
 4. Upon request of an employee subject to the approval of the Appointing Officer or designee, material relating to disciplinary action in the employee's file which has been in the file for more than two (2) years may be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has had 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. In addition, this provision shall not apply to employees disciplined for: misappropriating public funds or property; misusing or destroying public property, using illicit drugs at work or being under the influence of illicit drugs or alcohol at work, mistreating other persons, engaging in acts that would constitute a felony or a misdemeanor involving moral turpitude, or engaging in acts that 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.
66.
 5. 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 after diligent and timely investigation except for conduct which would constitute the commission of a crime. Presentation of the charging letter will signify the initiation of the disciplinary action. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

II.E. AMERICAN WITH DISABILITIES ACT

67. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the American's with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied in a manner consistent with such statutes so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.

II.F. PROBATIONARY PERIOD

- 68 All permanent appointees shall serve a six (6) month probationary period as defined and administered by the Civil Service Commission.
- 69 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

70. Base wages shall be increased as follows:

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

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

72. Wage rates are set forth in Attachment A.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

74. 1. NORMAL WORK SCHEDULES

A normal work week for Painters (classes 7346 Painter, 7242 Painter Supervisor I and 7278 Painter Supervisor II), shall be five (5) consecutive days Monday through Friday, inclusive, a normal work day is a tour of duty of eight (8) hours completed within eight and one-half (8-1/2) hours. A regular tour of duty may commence at a time not earlier than 6:00 a.m. and all regular tours of duty shall conclude not later than 4:30 p.m.

75. At the request of either the City or the Union, and after meeting and conferring with the Union, the City may enter into cost equivalent alternate work schedules for some or all represented employees.

Exceptions:

76. a. The 20-20 Educational Program.
77. b. Specially funded training programs approved by the Department of Human Resources.
78. c. 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.
79. d. Work Schedule - 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.
80. e. Employees shall receive no compensation when properly notified (2 hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. The Appointing Officer will make a reasonable effort to assign employees to other available work applicable to the classification within the department if possible. 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.
81. 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.

82. f. 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.

83. 2. PART-TIME WORK SCHEDULE

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

III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

84. 1. Normal Work Schedules - 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.
85. 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

86. All premiums and additional forms of compensation described in this MOU shall be paid only for hours actually worked.
87. There shall be no pyramiding of premiums for purposes of compensation calculations. Each premium shall be separately calculated on the base wage rate exclusive of any and all premiums, benefits and other forms of additional compensation.
88. 1. TAPER PREMIUM - Employees in classification 7346 Painter shall receive an additional seventy-five cents (\$.75) per hour for each hour assigned as a taper. Effective July 1, 2002, the rate shall be one dollar (\$1.00) per hour.
89. 2. SANDBLASTING PREMIUM - Employees in classification 7346 Painter shall receive an additional fifty cents (\$.50) per hour for each hour said employees are actually using sandblasting equipment in relation to the painting duties.
90. 3. LEAD PAY - Employees in the class of 7346 Painter who are designated by

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their supervisor or foreman as a lead worker shall be entitled to a \$9.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate and order material for at least one other painter, or when he/she is the sole painter in the shop and responsible for record keeping and ordering of materials; or to take the lead on any job when at least two other painters are assigned to the same job. Effective July 1, 2002, the rate shall be \$10 per day.

91. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.
92. 4. THERMO-PLASTIC APPLICATORS - Employees in classifications 7242, 7278 and 7346 who are assigned to operate a thermo-plastic applicator shall be paid a premium of seventy-five cents (\$.75) per hour for each of those hours that said individual actually operates such an applicator. This premium shall be payable only to the individual who operates said applicator. Effective July 1, 2002, the rate shall be one dollar (\$1.00) per hour.
93. 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT - The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
 94. 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.
 95. 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.
 96. 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.
 97. d. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.

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98. e. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
99. If the application of this Section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this Agreement 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 applicable conditions under paragraph "F" are also met.
100. f. The decision of the Department of Human Resources as to whether the compensation schedule of a supervisory employee shall be adjusted in accordance with this section shall be final and not be subject to grievance.
101. 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.
102. 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.
103. 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%)
104. 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.
105. 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.

106. 6. TRAVEL EXPENSE - Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport, Sharp Park shall be reimbursed for travel expenses to and from these locations in the amount of \$2.30 per day. Employees who reside within the City and County of San Francisco and are assigned work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of \$2.00 per day. Employees who reside within the City and County of San Francisco and are assigned work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of \$7.00 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.
107. 7. ACTING ASSIGNMENT PAY - An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized, budgeted position shall be entitled to acting assignment pay, no earlier than the eleventh (11th) consecutive work day of such an assignment, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
108. If the conditions in the preceding paragraph are, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Where the above requirements are satisfied but an employee does not receive acting assignment pay, the employee must file a grievance within thirty (30) days of written notice of the assignment. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
109. 8. SKILLED NURSING FACILITY "PASS THROUGH" - In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide "pass through" compensation for health care employees who are assigned to skilled nursing facilities ("SNF") for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the State law requires an August 1 to July 31 window period for determining compliance with the "pass through;" and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:

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110. The parties agree to provide for a premium to be paid to eligible employees employed at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.
111. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible “pass through” compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on-going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than August 1, and terminate July 31 of each fiscal year for which funds are available.
112. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.
113. This premium shall continue only to the extent and for the time period provided by State legislation.
114. 9. MTA PERFORMANCE/ATTENDANCE INCENTIVES - Consistent with Charter Section 8A.100, the Municipal Transit Authority (MTA) and the Union agree that employees will be rewarded for attaining various service, performance and/or attendance goals and shall be compensated as set forth in Appendix A.

III.F. OVERTIME

- 115 Painters (classes 7346 Painter, 7242 Painter Supervisor I and 7278 Painter Supervisor II) shall be paid at the rate of time and one-half for hours worked either before or after the starting and concluding time of the regular tour of duty as referenced herein.
- 116 Overtime Assignments: Overtime scheduled more than twelve (12) hours in advance shall be on a revolving seniority basis. Said workers must be qualified to perform such work. Workers denied overtime due to not being qualified must within sixty (60) days be given the opportunity to acquire the skills necessary to perform such work.

RECORDATION OF OVERTIME

- 117 All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
- 118 Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
- 119 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 regular timerolls.

III.G. HOLIDAYS AND HOLIDAY PAY

- 120 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)

- 121 Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
- 122 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

- 123 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.

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2. HOLIDAYS THAT FALL ON SATURDAY

124 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 16.4 of the Administrative Code. 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

125 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.

126 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

127 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. 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. 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.

128 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

129 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

130 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

131 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 on a proportionate basis.

132 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.

133 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 HOLIDAYS

134 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 subject to prior scheduling approval of the appointing officer, who shall not unreasonably withhold such approval. 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, 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, who shall not unreasonably withhold such approval. No compensation of any kind shall be earned or granted for floating holidays not taken.

9. FURLOUGH DAYS

135 Represented employees shall receive two (2) paid furlough days in each fiscal year of this agreement.

III.H. TIME OFF FOR VOTING

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

III.I. SALARY GRADE PLAN AND SALARY ADJUSTMENTS

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

1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

138. 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 deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

139. a. The employee shall receive a salary step in the promotive class that 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 salary grade table and shall not be above the maximum of the salary range of the promotive class.

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

2. NON-PROMOTIVE APPOINTMENT

141. 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 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.

3. APPOINTMENT ABOVE ENTRANCE RATE

142. Subject to the Controller's certification of available funds and procedures to be established by DHR, an Appointing Officer may make appointments at any step in the salary grade under any of the following conditions:

143. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the appointee's former classification; or

144. b. Loss of compensation would result if the appointee accepts a position at the normal step; or

145. c. A severe, easily demonstrated and documented recruiting and retention problem exists, or
146. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants an appointment above the entrance rate.

4. EXEMPT APPOINTIVE POSITION

147 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

148 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

149 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.

150 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.

151 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

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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.

152 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.

153 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 RE-EMPLOYMENT

a. Transfer

154 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.

b. Reemployment in Same Class Following Layoff

155 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.

c. Reemployment in an Intermediate Class

156 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.

157. d. 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 in accordance with III R.3(b) of this Agreement.

III.J. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

158. Full-time employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

159. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increment shall accrue following completion of the required service at this step and at each successive step.

3. DATE INCREMENT DUE

160. Increments shall accrue and become due and payable on the next day following completion of required service in the class, unless otherwise provided herein.

4. EXCEPTIONS

161. a. 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, educational, or industrial accident 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 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.

162. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:

163. (1) An employee at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this M.O.U. Employees 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.

164. (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.

165. (3) Advancement through the increment steps of the compensation grades shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation grade increment steps is modified as follows:

166. (a) An employee who during that portion of his/her anniversary is absent without pay for a period less than one-sixth of the time required to earn the next

increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.

167. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.

168. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

III.K. WORKER'S COMPENSATION

169. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented 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.

170. 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. 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.

171. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

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172 . Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

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

Return to Work

174 . The City will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and /or in another department. The employee will receive the base wage rate of their regular class during the temporary assignment but not including additional compensation (premiums), out of class pay, or acting assignment pay as listed in this Agreement. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months.

III.L. STATE DISABILITY INSURANCE ENABLER

175. All employees in the bargaining unit covered by this Agreement shall be enrolled in the State Disability (SDI) 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.

III.M. HEALTH AND WELFARE

1. EMPLOYEE HEALTH CARE CONTRIBUTION

176 . The City shall continue to contribute the amount applicable per month directly into the City Health System for each employee who is a member of the Health Service System. The level of benefits will be determined by the Health Services System.

2. DEPENDENT HEALTH CARE PICK-UP

177. Amount of Employee Contribution to be Paid by the City:
The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. 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 charged to the employee plus two or more dependents category.

3. SINGLE EMPLOYEES

178. 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.

4. DENTAL COVERAGE

179 . Covered employees are eligible to participate in the City's dental program.

180 . 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.

5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

181. 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..

6. LONG-TERM DISABILITY INSURANCE

182. The City, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) not to exceed five thousand dollars (\$5,000) per month, up to age sixty-five. Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

III.N. RETIREMENT CONTRIBUTION

183. The City shall pick up the full amount of the employees' contribution to retirement.

184. The aforesaid contributions shall not be considered as 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.

185. 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 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.

RETIREMENT SEMINAR RELEASE

186. 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.

187. 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.
188. All such seminars must be located within the Bay Area.
189. This section shall not be subject to the grievance procedure.

III.O. FEDERAL MINIMUM WAGE

190. 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.P. FAIR LABOR STANDARDS ACT

191. The City agrees that it will, at a minimum, compensate in a manner 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.Q. VOLUNTEER/PARENTAL RELEASE TIME

192. Represented employees shall be granted paid release time to attend parent- teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
193. 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.

III.R. PILOT WELLNESS INCENTIVE PROGRAM

194. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
195. 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.
196. 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.
197. 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
198. 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.
199. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

ARTICLE IV - WORKING CONDITIONS

WORK CLOTHING

- 200 . A. The City agrees to provide up to four (4) shirts and four (4) overalls to employees in classes 7346, 7242 and 7278 during each fiscal year covered by this agreement.
- 201 . The overalls and shirts shall be the property of the City. Before a replacement for a worn out shirt or overall is authorized, the worn out garment must be returned to the department for appropriate disposal.
- 202 . B. As an alternative to providing work clothing as set forth in (A) above, individual departments may, at their discretion, and after consultation with the Union, agree to allow employees to purchase up to a value of \$130/year appropriate work clothing as determined by the department after consultation with the employee. The employee shall receive reimbursement upon presentation of purchase receipts.
- 203 . C. Employees who have elected option "B" above and who perform a work assignment which causes them to come into contact with raw sewage shall be paid a work clothing maintenance allowance of \$3.00 per day for each day during which they spend at least six (6) hours on such assignment.
- 204 . D. All eligible employees in a department must be under the same work clothing option (i.e. either A or B). For purposes of applying this subsection, both S.F. General Hospital and Laguna Honda Hospital shall be considered a department.
- 205 . E. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

ARTICLE V - SCOPE

206 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

207 Nothing herein shall be construed to prejudice the rights of any employees, covered by the terms of this agreement, to pursue any legal remedy provided by the laws of the State of California and the United States.

208 Should any part hereof or any provision herein be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Agreement.

209 It is recognized by the parties that references in this agreement to other ordinances or rules may change during the life of this agreement. If these references should change, it is mutually agreed that such changes as are necessary may be made to this Agreement only for the purpose of updating and correcting of said references.

V.B. ZIPPER CLAUSE

210 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

211. 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

212. 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

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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. No later than January 1, 1998, except that this date may be extended for up to an additional three months if requested by either party, such Civil Service Rules and Administrative Code provisions shall be appended 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 to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

213. 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

214. This Agreement shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003, with no reopeners except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of March, 2001.

FOR THE CITY

FOR THE UNION

Andrea R. Gourdine
Human Resources Director

Mark R. Van Zevern
Business Representative

Geoffrey L. Rothman
Director, Employee Relations Division

Approved as to Form:
CITY ATTORNEY

Linda M. Ross
Deputy City Attorney

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Attachment A

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

Painters, Local 4

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	7242 PAINTER SUPERVISOR I	✓	06320	\$1,994	\$2,094	\$2,199	\$2,309	\$2,424
	When in charge of 10 or more painters, or when in charge of more than one job		06430	\$2,104	\$2,209	\$2,319	\$2,435	\$2,557
	7278 PAINTER SUPERVISOR II	✓	06530	\$2,209	\$2,319	\$2,435	\$2,557	\$2,685
	7346 PAINTER	✓	06060	\$1,756	\$1,844	\$1,936	\$2,033	\$2,135
1/5/02	7242 PAINTER SUPERVISOR I	✓	06380	\$2,033	\$2,135	\$2,242	\$2,354	\$2,472
	When in charge of 10 or more painters, or when in charge of more than one job		06490	\$2,145	\$2,252	\$2,365	\$2,483	\$2,607
	7278 PAINTER SUPERVISOR II	✓	06590	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
	7346 PAINTER	✓	06120	\$1,791	\$1,881	\$1,975	\$2,074	\$2,178
7/1/02	7242 PAINTER SUPERVISOR I	✓	06430	\$2,084	\$2,188	\$2,297	\$2,412	\$2,533
	When in charge of 10 or more painters, or when in charge of more than one job		06540	\$2,199	\$2,309	\$2,424	\$2,545	\$2,672
	7278 PAINTER SUPERVISOR II	✓	06640	\$2,309	\$2,424	\$2,545	\$2,672	\$2,806
	7346 PAINTER	✓	06170	\$1,835	\$1,927	\$2,023	\$2,124	\$2,230
1/4/03	7242 PAINTER SUPERVISOR I	✓	06480	\$2,135	\$2,242	\$2,354	\$2,472	\$2,596
	When in charge of 10 or more painters, or when in charge of more than one job		06590	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
	7278 PAINTER SUPERVISOR II	✓	06690	\$2,365	\$2,483	\$2,607	\$2,737	\$2,874
	7346 PAINTER	✓	06220	\$1,881	\$1,975	\$2,074	\$2,178	\$2,287

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Painters, Local 4

5/15/01

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