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Union Municipal Executives Association

Local

Occupations Represented
Top executives

Bargaining Agency City and County of San Francisco

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE MUNICIPAL EXECUTIVES ASSOCIATION

JULY 1, 2001 – JUNE 30, 2003

TABLE OF CONTENTS

AGREEMENT	4
ARTICLE I: REPRESENTATION	4
I.A. RECOGNITION	4
I.B. INTENT	4
I.C. NO STRIKE PROVISION	5
I.D. MEET AND CONFER RESPONSIBILITY DURING THE TERM OF THE AGREEMENT	5
I.E. MANAGEMENT RIGHTS	5
I.F. OFFICIAL REPRESENTATIVES	6
I.G. GRIEVANCE PROCEDURES	6
1. <i>Definition</i>	7
2. <i>Time Limits</i>	7
3. <i>Steps of the Procedure</i>	7
4. <i>Selection of the Arbitrator</i>	8
5. <i>Authority of the Arbitrator</i>	8
6. <i>Fees and Expenses of Arbitrator</i>	9
7. <i>Hearing Dates and Date of Award</i>	9
8. <i>Monetary Relief</i>	9
9. <i>Failure to Respond</i>	9
10. <i>Immediate Dispute Resolution</i>	9
I.H. DUES DEDUCTION	10
1. <i>Authorization for Deductions</i>	10
2. <i>Dues Deductions</i>	10
ARTICLE II: EMPLOYMENT CONDITIONS.....	12
II.A. NON-DISCRIMINATION.....	12
1. <i>Americans with Disabilities Act</i>	12
2. <i>Family Medical Leave Act</i>	12
II.B. PROBATIONARY PERIOD	12
II.C. DISCIPLINE	13
ARTICLE III: PAY, HOURS AND BENEFITS.....	14
III.A. WAGES.....	14
III.B. PAY FOR PERFORMANCE	14
III.C. ACTING ASSIGNMENT PAY	17
III.D. SUPERVISORY DIFFERENTIAL ADJUSTMENT.....	18
III.E. IT SUPERVISORY ADJUSTMENT	19
III.F. ADJUSTMENTS	19
III.G. INTERNAL ADJUSTMENTS	20
III.H. SPECIAL PREMIUMS	21
III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS	21
1. <i>Appointments</i>	21
2. <i>Step Increases</i>	22
3. <i>Compensation Upon Transfer or Reemployment</i>	23
III.J. METHODS OF CALCULATION.....	23
III.K. WORK SCHEDULES	24
1. <i>Regular Work Schedules</i>	24
2. <i>Night Duty</i>	25

3.	<i>Alternate Work Schedule</i>	25
4.	<i>Voluntary Reduced Work Week</i>	25
III.L.	ADMINISTRATIVE LEAVE.....	25
III.M.	OVERTIME	27
III.N.	EXCEPTIONS TO NORMAL WORK SCHEDULES FOR WHICH NO EXTRA COMPENSATION IS AUTHORIZED.....	27
III.O.	FAIR LABOR STANDARDS ACT	27
III.P.	CALL BACK.....	27
III.Q.	PYRAMIDING OF PREMIUMS	28
III.R.	SEVERANCE PAY	28
III.S.	HOLIDAYS.....	29
1.	<i>Recognized Holidays</i>	29
2.	<i>In-Lieu Holidays</i>	30
3.	<i>Holiday Compensation for Time Worked</i>	30
4.	<i>Holidays for Employees on Work Schedules Other Than Monday Through Friday</i>	30
5.	<i>Holiday Pay for Employees Laid Off</i>	31
6.	<i>Employees Not Eligible for Holiday Compensation</i>	31
7.	<i>Part-time Employees Eligible for Holidays</i>	31
III.T.	VACATION	32
III.U.	SICK LEAVE	32
III.V.	WELLNESS PROGRAM.....	32
III.W.	STATE DISABILITY INSURANCE (SDI)	33
III.X.	UNPAID FURLOUGHS	33
III.Y.	MANAGEMENT COMPENSATION PACKAGE.....	33
III.Z.	PROVISIONAL, TEMPORARY AND TEMPORARY EXEMPT ELIGIBILITY FOR HEALTH SERVICE SYSTEM	34
III.AA.	RETIREMENT PICKUP.....	34
III.BB.	RETIREMENT PLANNING SEMINAR	35
III.CC.	LIFE INSURANCE.....	35
III.DD.	MANAGEMENT CLASSIFICATION/COMPENSATION PLAN	35
ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES.....		38
IV.A.	MANAGEMENT TRAINING	38
IV.B.	PAID STATUS DURING TRAINING.....	38
IV.C.	P.O.S.T. (PEACE OFFICER STANDARDS AND TRAINING) PREMIUMS.....	38
IV.D.	REIMBURSEMENT FOR LICENSES, CERTIFICATES, AND PROFESSIONAL MEMBERSHIPS	38
ARTICLE V: WORKING CONDITIONS.....		39
V.A.	HEALTH AND SAFETY.....	39
V.B.	SAFETY EQUIPMENT FOR PEACE OFFICERS	39
V.C.	MILEAGE REIMBURSEMENT	40
ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT.....		41
VI.A.	SCOPE OF AGREEMENT	41
VI.B.	SAVINGS CLAUSE	41
VI.C.	OMISSIONS AND ASSUMPTIONS.....	41
VI.D.	DURATION OF AGREEMENT	41
APPENDIX A.....		43
APPENDIX B.....		51
APPENDIX C.....		52
APPENDIX D.....		53

APPENDIX E54
APPENDIX F79
APPENDIX G80

AGREEMENT

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

ARTICLE I: REPRESENTATION

I.A. Recognition

2. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for units listed in Appendix A.
3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.
4. Successor job codes resulting from the consolidations or divisions of classes currently represented by MEA shall continue to be subject to this MOU.
5. The City agrees to recognize the Association as the collective bargaining representative of any job code which constitutes a successor job code to a job code which the Association currently represents. Where there is question as to whether or not a new job code is a successor class, the Department of Human Resources shall make the final determination, which shall be appealable pursuant to the Employee Relations Ordinance.
6. Issues related to job code descriptions shall be subject to meet and confer process with final review and approval by the Civil Service Commission, not subject to grievance or arbitration.

I.B. Intent

7. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general membership of the Association, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.

City and County of San Francisco and
Municipal Executives Association
July 1, 2001 - June 30, 2003

8. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.

I.C. No Strike Provision

9. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.D. Meet and Confer Responsibility During the Term of The Agreement

10. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
11. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
12. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraphs 10 and 11 hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
13. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
14. During the term of an MOU, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter section A8.409 et seq., but may be subject to grievance arbitration.

I.E. Management Rights

15. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
16. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
17. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.F. Official Representatives

18. The Association may select as many as five (5) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, 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.
19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the City. Release time shall not be withheld unreasonably.
20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' department(s).
21. No representative may leave the duty or work station without specific approval of his supervisor.
22. Representatives shall be responsible for the performance of their work load consistent with release time approved pursuant to rules established herein.

I.G. Grievance Procedures

23. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

24. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. Discipline may not be grieved under this section. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.

2. Time Limits

25. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
26. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

3. Steps of the Procedure

27. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure. Except as otherwise provided in subsection 10, a grievance affecting more than one employee shall be filed with the appointing officer. 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 the City may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
28. An employee shall first attempt to resolve the alleged violation informally with his/her immediate supervisor.
29. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within fifteen (15) days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation. The grievance will set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the

Association.

30. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
31. Step 2: If dissatisfied with the supervisor's response at Step1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within ten (10) days of receipt of the Step1 response. The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.
32. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
33. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The parties shall select an arbitrator pursuant to section 4 within fifteen (15) days of receipt of the Association's written notice of the Association's intent to arbitrate.

4. Selection of the Arbitrator

34. The parties shall select an arbitrator from the list of panelists attached hereto as Appendix B. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike-off procedure.

5. Authority of the Arbitrator

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

6. Fees and Expenses of Arbitrator
36. The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the City.
7. Hearing Dates and Date of Award
37. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
8. Monetary Relief
38. 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.
9. Failure to Respond
39. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.
10. Immediate Dispute Resolution
40. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the City or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.
41. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.
42. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.

43. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.

44. This section may not be invoked for disciplinary grievances.

11. Petitions to Compel Arbitration

45. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.

I.H. Dues Deduction

1. Authorization for Deductions

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

2. Dues Deductions

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

48. No later than nine working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, job code, department number, and the amount deducted.

49. On a quarterly basis, City shall provide Association a list of covered employees containing employee name, employee number, job code, department, Civil Service status, annual salary, salary range and whether the employee pays dues to the Association. Such list shall be

provided in hard copy and on computer disk in a mutually agreeable format.

50. The above information shall be provided by the City at no cost to the Association.
51. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.
52. If agency shop becomes legal under Meyers-Milias-Brown, Cal. Govt. Code section 3500 et seq., for units represented by the Association, the Association shall have that benefit. The Association shall meet all legal and reporting requirements in that case.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. Non-Discrimination

53. The City and the Association agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or Association membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. The City shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.
54. The Association may not arbitrate any claim under this section unless and until the employee executes a complete, knowing and intelligent waiver, reasonably acceptable to the City, of any and all claims arising from the same facts. The waiver shall release all claims under any and all federal, state and local laws and regulations relating to employment, including but not limited to Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Acts of 1866.
1. Americans with Disabilities Act
55. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.
2. Family Medical Leave Act
56. The City acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act.

II.B. Probationary Period

57. The probationary period for all newly hired or promoted employees shall be 2,080 hours as defined by the Civil Service Commission except that the probationary period for an employee returned to duty in a different department following lay off shall be 1040 hours as defined by the Civil Service Commission.

58. The probationary period shall be thirty (30) days as defined by the Civil Service Commission for any employee appointed permanently to a class in which the employee has served the equivalent of the probationary period as a provisional, temporary or temporary exempt employee. To qualify, the prior service must be continuous and in the same department as the permanent appointment.
59. The Association agrees that the probationary period may be extended by a written mutual agreement between the City and a represented employee.

II.C. Discipline

60. Discipline shall continue to be implemented pursuant to San Francisco Charter Section A8.341 and A8.342. However, pursuant to Charter Section A8.341 (b), the Association and the City agree to modify the disciplinary rights provided in those sections as follows:
 61. Eligible, represented employees may appeal disciplinary suspensions of five days or greater, demotions and terminations to a hearing officer selected from Appendix B. The hearing officer shall be mutually selected pursuant to the striking procedure set forth in Article I.G.4 .
 62. Upon the completion of 2080 hours of continuous service in a current represented job code, employees in non-exempt job codes covered by this agreement with temporary status shall be subject to discipline for just cause only, and shall be entitled to the post-disciplinary appeal rights set forth in Charter Sections A8.341 and A8.342 as modified in the sub-sections herein.
 63. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. Wages

64. Base wages shall be increased as follows:

Effective July 1, 2001	Effective January 5, 2002
3%	2%
Effective July 1, 2002	Effective January 4, 2003
2.5%	2.5%

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

III.B Pay for Performance

66. The Pay for Performance Plan (PFP) is a salary incentive program linked to annual performance evaluations. Each year employees achieving a rating of "Exceeds Standards," "Superior" or "Outstanding" for the previous rating period shall receive a lump-sum incentive payment. The incentive payments shall be paid by the first pay period on or after October 1 of each year of this agreement.

1. The Plan

67. Performance goals and objectives will be set for all MEA represented employees based on procedures developed and administered by the Human Resources Department. Goals and objectives shall be developed cooperatively between managers and those to whom they report. For this purpose, department heads will work with commissions or the Mayor; deputy department heads will work with department heads, etc. Those doing the evaluation shall have the ultimate authority to set goals and objectives.

68. Employees shall be rated annually based on their attainment of predetermined performance goals.

69. The Association accepts the City's exercise of monitoring authority over the pay-for-performance program, including giving advice to managers and to their superiors, whether boards, commissions, elected officials, or others, regarding the quality of goals and objectives. Failure of a manager, after being advised, to improve the quality of the goals and objectives could result in exclusion of the manager from the pay-for-performance program for the following year.

70. Each year, eligible persons will receive a lump sum incentive payment based on the rating achieved. Such payment shall be deemed compensation for purposes of retirement.

2. Eligibility

71. In order to receive a performance incentive pursuant to this agreement, a represented employee must meet the following conditions:

72. For performance incentives to be paid by the first pay period on or after October 1, 2001, and October 1st following each fiscal year of this Agreement, an individual must have been appointed to an MEA represented classification on or before the prior December 31st, and must continue to be employed in an MEA represented classification on the prior June 30th.

3. Rating Period

73. The rating period for pay for performance shall be from July 1 through June 1 of each year of this agreement.

4. Rating Schedule

74. a. Performance goals shall be established no later than June 30th of each year. Exceptions may be made for individuals hired subsequently.

75. b. A mid-term review of the goals and objectives established shall be completed between the manager and employee no later than January 15th.

76. c. Performance shall be reviewed and rated no later than June 15th of each year.

77. d. Completed performance ratings must be filed with DHR no later than July 15th of each year.

5. Performance Ratings:

78. Performance Ratings reflect the overall total of points achieved based on the goals and objectives set in the performance plan. Ratings are determined as follows:

Rating	Overall Points
Outstanding	4.50 – 5.0
Superior	3.50 – 4.49
Exceeds Standards	2.50 – 3.49
Competent	1.50 – 2.49
Needs Improvement	<1.5

79. 6. Managers may not receive a rating of higher than "competent" in any year in which they have not provided a performance plan and evaluation as described herein to all eligible MEA represented employees who report to them.

80. 7. If a manager fails to perform an evaluation for an eligible MEA represented employee, that employee shall receive a performance incentive of 1.5% except as provided in subsection 12 below.

8. Performance Incentive Rate

81. By the first pay period on or after October 1 st of each year of this agreement, employees shall receive the following lump sum payment based upon their performance rating.

OUTSTANDING	3%
SUPERIOR	2%
EXCEEDS STANDARDS	1%
COMPETENT	0%
NEEDS IMPROVEMENT	(1)%*

82. *The negative 1% shall be implemented pursuant to the terms in subsection 10 below.

9. Calculation

83. The performance incentive shall be based upon an employee's base salary earned in MEA job codes for the fiscal year corresponding to the rating period. The performance incentive shall be calculated by multiplying the performance incentive rate by the employee's base salary.

84. In the event an employee is rated in more than one MEA job code the employee's rating shall be a proportionate average of the ratings received in each job code.

10. "Needs Improvement" Rating

85. An employee who receives a rating of Needs Improvement for a given rating period shall receive 1% less than the full salary increase that goes into effect the following January 1st This 1% reduction is not permanent. If the employee's performance is rated competent or higher in the succeeding year and the employee remains assigned to a MEA represented job code the 1% will be applied prospectively.

11. Performance Incentive Cap
86. The aggregate amount of performance incentives shall not exceed 2% of the citywide MEA payroll for the prior fiscal year.
12. Adjustment to Individual Incentives
87. In the event that the aggregate incentives awarded exceeds the 2% cap, individual incentive awards within any department that exceeds the cap will be reduced proportionately so that the aggregate of incentives paid in that department does not exceed 2%. This proportionate reduction shall not impact employees rated "Needs Improvement."
13. Working Committee
88. The parties agree to establish a working committee to address issues that may arise in the course of administering this pay for performance plan. The Association and the City shall each appoint three members to serve on this Committee. Upon majority consensus, the Working committee may make recommendations to the City and/or HRD for consideration and possible implementation.
89. The Committee may not be utilized to resolve pending grievances absent mutual agreement.
14. Arbitration
90. Any disputes which arise regarding the pay-for-performance program development and/or implementation shall be submitted to an arbitrator mutually selected by the parties from the list set forth in Appendix B pursuant to Article I.G.4. Individual performance ratings are final and not subject to grievance or arbitration.

III.C. Acting Assignment Pay

91. 1. The Appointing Officer assigns duties to employees covered by this Agreement. Except for the exclusions set forth in section 2 below, employees assigned by the Appointing Officer or designated to perform the full range of essential functions of a position in a higher job code shall receive compensation at a higher salary if all of the following conditions are met:
92. a. The assignment shall be in writing.
93. b. The position to which the employee is assigned must be a budgeted position.
94. c. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days.
95. d. Upon written approval by the Appointing Officer, an employee shall be paid a 5%

adjustment as long as it does not exceed the maximum range of the class to which temporarily assigned. The adjustment shall be retroactive to first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

- 96. e. Requests for job code review shall not be governed by this provision.
- 97. f. Where the above requirements are satisfied, including written notice of the assignment, but an employee does not receive a premium, the employee must file a grievance within thirty (30) calendar days after the first payday when the employee could have been paid the premium.
- 98. 2. Employees in the MSA Unit employed in the Offices of the Mayor, City Attorney, District Attorney, Public Defender, Sheriff, Assessor or Treasurer will be ineligible for Acting Assignment Pay. This provision shall apply only to employees in those departments where the current appointing officer is an elected official, and excluding former CAO units.

III.D. Supervisory Differential Adjustment

- 99. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
- 100. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
- 101. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
- 102. 3. 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.
- 103. 4. The job codes 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.
- 104. 5. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a job code 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 job code.
- 105. 6. The adjustment of the compensation of the supervisor shall not exceed 5% over the

compensation exclusive of extra pay, of the employee supervised.

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

III.E. IT Supervisory Adjustment

109. Where an employee in class 1071 supervises two or more other employees in class 1071, and the supervisor's current base rate of pay is less than 5% above the base rate of pay of the highest-paid 1071 supervisee, the supervisor shall receive an additional 5% above the supervisor's base rate of pay.

III.F. Adjustments

110. 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 attained prior to layoff.
111. 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 job code shall receive a salary based upon actual permanent service in the higher job code, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate job code.
112. Further increments shall be based upon the increment anniversary date that would have applied in the higher job code.
113. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held in a permanent basis shall receive a salary based on the highest salary for that range, provided that salary does not exceed his salary before layoff.

114. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held on a permanent basis shall receive a salary based upon the original appointment date in the job code to which the employee is returned. An employee who is returned to a job code not formerly held on a permanent basis shall receive a salary step in the salary grade for the job code closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

III.G. Internal Adjustments

115. 1. Effective July 1, 2001, the City shall adjust the salary rates of the classes listed in Appendix F as indicated therein.
116. 2. Additional internal adjustments may be made during the life of this Agreement according to following rules and procedures:
117. a. The City shall allocate 0.5% of MEA payroll on July 1, 2001 for the purpose of funding internal wage adjustments requested by the Association over the life of this Agreement. This amount shall be annualized, i.e., the total cost on an annualized basis of all internal adjustments both agreed to and awarded shall not exceed an amount equal to 0.5% of MEA payroll on July 1, 2001 per year. This annualized amount shall be costed as of the second year of this Agreement.
118. b. Requests shall be subject to the following process and, upon approval by the Board of Supervisors, may be implemented at any time, including retroactive to July 1, 2001:
119. (1) Internal adjustments shall be recommended by the Association and subject to approval by the Human Resources Director.
120. (2) Requests shall be limited to classifications with four or more incumbents.
121. (3) Subject to Board of Supervisors approval, the Human Resources Director's decision shall be final, not subject to grievance or arbitration, and will be based on the standards set forth below:
122. (4) Standards
123. (i) The basic wage for the job code is below the prevailing wage level in the relevant labor market as demonstrated by verifiable salary data; and/or
124. (ii) There is an ongoing and demonstrable recruitment and/or retention problem; and/or

- 125. (iii) Traditional salary relationships, which continue to be justified, have been substantially altered; and/or
- 126. (iv) Either the duties, responsibilities, and/or minimum requirements for a job code have been altered significantly as reflected in either the class description or the most recent exam announcement.

III.H. Special Premiums

- 127. For so long as class 1146 Clerk of the Board, Legislative Administrator and City Clerk is actively performing the duties and responsibilities of the Executive Officer of the San Francisco Local Agency Formation Commission (LAFCO), under California Government Code section 5600 et seq., the class shall be paid a special premium of \$550.00 biweekly.
- 128. Employees in class 9382 Government and Public Affairs Manager who are assigned to the Port of San Francisco shall be paid an additional 8% of the base salary rate.

III.I. Salary Step Plan and Salary Adjustments

- 1. Appointments
- 129. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.
 - a. Promotive Appointment in a Higher Class
- 130. An employee or officer who is a permanent appointee following completion of the appropriate probationary period or equivalent hours and who is appointed to a position in a higher job code, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
 - 131. 1. The employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.
 - 132. 2. For purposes of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

b. Non-promotive Appointment

133. When an employee accepts a non-promotive appointment in a job code 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.

c. Appointment Above Entrance Rate

134. Appointments may be made by an appointing officer at any step in the compensation schedule.

d. Flat Rate Converted to Salary Range

135. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

e. Continuation of Salary Step Earned Under Temporary Appointment

136. When an employee is promoted under temporary appointment to a higher job code during a prior fiscal year and is continued in the same job code without a break in service in the current fiscal year, or is appointed to a permanent position in the same job code, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary employment.

2. Step Increases

Advancement Through Salary Steps

137. Full-time employees shall advance to the second step upon completion of six (6) months continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees shall advance to the second step upon completion of 1040 continuous hours of paid service, and to each successive step upon completion of 2080 continuous hours of paid service.

Salary Anniversary Date Adjustment

138. Salary step changes for permanent and permanent exempt employees employed in the Office of the Mayor, City Attorney, District Attorney, Public Defender, Sheriff, Assessor or Treasurer shall continue to take pace at the discretion of the respective appointing officer, not to exceed the maximum salary of the current schedule of compensation for the class. There shall be no reductions in salary steps. This provision shall apply only to employees in those departments where the current appointing officer is an elected official, and excluding former CAO units.
139. Permanent employees working under provisional, exempt or temporary appointments in other job codes shall have their salary adjusted in such other job codes when such employees reach their salary anniversary date in their permanent class.

3. Compensation Upon Transfer or Reemployment

a. Transfer

140. An employee transferred from one department to another, but in the same job code, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

b. Reemployment in Same Job Code Following Layoff

141. 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.

III.J. Methods of Calculation

142. Monthly. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
143. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is ~~un~~authorized time off with pay.
144. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall

be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

145. Weekly. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
146. Conversion of Annual or Monthly Rates to Bi-Weekly Rates. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:
 147. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
 148. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.
149. Daily Rates for Monthly and Bi-Weekly Employees. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).
150. Conversion to Bi-Weekly Rates. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.K. Work Schedules

1. Regular Work Schedules

151. Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
152. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules.

2. Night Duty

153. Employees who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a night duty premium. 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 or her shift between 5:00 p.m. and midnight (12:00 a.m.). Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his or her shift between midnight (12:00 a.m.) and 7:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of (five) 5:00 p.m. and (seven) 7:00 a.m. and any employee who is FLSA-exempt, except that employees assigned as duty managers at San Francisco International Airport shall be eligible for the premium. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

3. Alternate Work Schedule

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

4. Voluntary Reduced Work Week

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

III.L. Administrative Leave

1. Compensatory Time-Off

156. No employee covered by this Agreement shall have any right to accrue compensatory time off. Employees who were appointed for the first time to a position in an MEA-represented bargaining unit after June 30, 1998, may carry into the term of this Agreement a balance of 240 hours or less of unused compensatory time accrued prior to appointment to the MEA-represented class. Employees who were appointed to a position in an MEA-represented bargaining unit on or before June 30, 1998, may not carry a balance of compensatory time beyond June 30, 2002.
157. Employees who promote from a job code that is not covered by this Agreement into a job code that is covered by this Agreement and who have unused compensatory time off balances in the prior class shall be permitted to carry forward into the new class earned but unused compensatory time off balances up to a maximum of 240 hours. Except as otherwise provided, covered employees shall have no right to accrue CTO in the future.
158. Unused CTO shall be forfeited upon the expiration of this Agreement.
2. Executive Leave
159. Employees in the Executive Management bargaining unit (EM) are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly. EM employees shall receive five days of paid executive leave per year. Up to five (5) days of unused executive leave may be carried over into subsequent years. Executive leave may only be taken in paid time off and cannot be "cashed out". Employees who are appointed to a position in the M or MSA units from a position in the EM unit may not transfer unused executive leave to the new position.
3. Administrative Leave
160. Employees in the Management bargaining unit (M) and Management-Special Assistant (M-SA) bargaining unit may earn up to one hundred (100) hours of paid administrative leave (AL) per year under the following conditions:
161. a. The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.
162. b. Accrual or use of AL must be approved in advance by the appointing officer. Approval to accrue or use AL shall not be unreasonably withheld.
163. c. An employee may carry forward up to one hundred (100) hours of earned but unused AL into the next fiscal year.
164. d. Employees shall not maintain balances of more than one hundred twenty (120) hours of AL.

165. e. Administrative leave may only be taken in paid time off and cannot be “cashed out.”
166. f. Employees who are appointed to a position in the EM unit from a position in the M or MSA unit may transfer up to 100 hours of accrued but unused administrative leave to the new position.
167. Where the City requires a non-EM unit employee to respond to a page or call during off-duty hours, the time required to do so will be creditable as Administrative Leave.

III.M. Overtime

168. Employees covered by the FLSA or designated by the City as "non-Z" who are required to work in excess of forty hours per week shall be paid at a rate of one and one-half times the regular base rate, except by mutual agreement such employee may accrue compensatory time at a rate of one and one-half times the overtime hours worked.
169. For purposes of this provision, holidays listed in section III.S. of this agreement shall be considered time worked.

III.N. Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized

170. 1. Employee job codes designated by the Z symbol are not permitted to earn overtime pay. The Z symbol may be suspended to allow overtime payment, subject to the availability of funds, pursuant to approval of the Director of Human Resources. Overtime payments shall be limited to extraordinary circumstances which cannot be anticipated or addressed through normal scheduling and assignment of available personnel. Suspension of the Z symbol shall be limited to those circumstances which consistently arise for all personnel in a class, regardless of department.
171. 2. Upon suspension of the Z symbol, employees may not earn or accrue administrative leave.

III.O. Fair Labor Standards Act

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

III.P. Call Back

173. 1. Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations

following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

174. 2. Employees in the MSA Unit employed in the Offices of the Mayor, City Attorney, District Attorney, Public Defender, Sheriff, Assessor or Treasurer will be ineligible for Call Back Pay. This provision shall apply only to employees in those departments where the current appointing officer is an elected official, and excluding former CAO units.

III.Q. Pyramiding of Premiums

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

III.R. Severance Pay

176. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the appointing officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which s/he was informed.
177. 2. In addition to paragraph (1.), the City agrees that when involuntarily removing or releasing from employment a represented exempt employee with ten (10) or more years of City Service, the employee shall also receive one month's severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment e.g., holdover roster. This release does not effect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.
178. 3. In the event a represented, exempt employee is involuntarily returned to a permanent job code, that employee may elect to separate from City Service and shall receive one month's severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment e.g., holdover roster. This release does not effect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.

III.S. Holidays

1. Recognized Holidays

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

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

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

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

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

182. Two additional floating holidays granted to employees as a result of the 1991-92 wage freeze lawsuit shall be continued for all covered employees for the duration of this contract.

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

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

President of the United States shall be a holiday.

185. 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. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

2. In-Lieu Holidays

186. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

187. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.

188. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

3. Holiday Compensation for Time Worked

189. Employees required by their respective Appointing Officers to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

190. Employees occupying positions which are exempt from the FLSA (Executive, administrative and professional) shall not receive extra compensation for holiday work but may be granted time off at the straight time rate.

4. Holidays for Employees on Work Schedules Other Than Monday Through Friday

191. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if

a holiday falls on one of their regularly scheduled days off.

192. 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.
193. Non-FLSA exempt employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.
194. The provisions of this section shall apply to part-time employees on a pro-rata basis.
195. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
5. Holiday Pay for Employees Laid Off
196. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.
6. Employees Not Eligible for Holiday Compensation
197. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.
7. Part-time Employees Eligible for Holidays
198. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

199. 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.
200. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

III.T. Vacation

201. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

III.U. Sick Leave

1. Accrual
202. Award and accrual of sick leave benefits shall remain unchanged during the period of this Agreement. In addition, during the term of this agreement, no changes in sections of Civil Service Commission Rule 120 and 420 bargainable and arbitrable pursuant to Charter Section A8.409-3, may be implemented without the concurrence of the Association.
2. Sick Leave with Pay Limitation
203. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.
204. An employee returning from disability leave will accrue sick leave at the regular rate and not at an accelerated rate.

III.V. Wellness Program

205. The City hereby establishes a pilot "wellness program."

206. Effective July 1, 2002, any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation.
207. The amount of this payment shall be equal to two percent (2 ½ %) of sick leave balances earned but unused 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 hours, as described by CSC rules, shall not be included in this computation.
208. 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 ½ % for each year of service x 20 years of service=50%
 50% x 500 hours=250 hours
 250 hours x \$25.00 (base salary rate at time of separation)=\$6,250.00
209. 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.
210. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.W. State Disability Insurance (SDI)

211. Upon a statement of a majority of members of a job code covered by this Agreement requesting that they be enrolled in the State Disability Insurance Program, the Department of Human Resources shall immediately take any and all necessary action to enroll such job code and all employees therein, in accordance with Administrative Code Section 16.9-31.
212. Once an employee or is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or as long as the employee remains within the MEA bargaining unit. Employees enrolled in SDI prior to July 1, 2001, shall continue to be enrolled whether or not their job code is enrolled, provided however that if such an employee changes his or her job code on or after January 1, 2002, his or her enrollment status will be determined by job code.

III.X. Unpaid Furloughs

213. There shall be no mandatory unpaid administrative leave (furlough) for represented employees.

III.Y. Management Compensation Package

214. For fiscal years 2001-2002 and 2002-2003, the City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.
215. Effective July 1, 2002, the Management Cafeteria Plan benefit year will change to correspond with the benefit plan year for all other Health Service System members. The benefit plan year 2001 will cover nine (9) months, beginning October 1, 2001 and running through June 30, 2002. Management Cafeteria Plan participants will participate in open enrollment to make benefit selections for the new benefit plan year during the regular open enrollment in April, 2002, with benefits to be effective July 1, 2002.
216. A plan year may be modified by mutual agreement. Such agreement must be confirmed in writing.
217. The elements of this package shall include but are not limited to: dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.
218. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.
219. The City acknowledges its obligation to provide the cafeteria plan and its benefits. If the City is responsible for a violation of this section (III.Y), the City acknowledges that it is responsible to make the affected member whole, which may include providing the covered benefits described in the plan at issue or reimbursing the member for the cost of providing those benefits, as appropriate. The City agrees to make best efforts to expedite resolution of problems and disputes arising under this section.

III.Z. Provisional, Temporary and Temporary Exempt Eligibility for Health Service System

220. Provisional, temporary and temporary exempt employees who have served more than 1,040 hours of continuous service, whose regular work week at the time of inclusion in the system is not less than twenty (20) hours, shall be eligible for membership in the Health Service System (health plan coverage).

III.AA. Retirement Pickup

221. 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 an 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.

222. The City will contribute to the employee's contribution to the appropriate pension plan as follows:

- Full rate on pension covered gross salary for all SFERS members;
- Full rate on pension covered gross salary for PERS members
- PERS Public Safety members 8%/7.5%(pre 1978/post 1978 hires).

223. The aforesaid contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings 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.

III.BB. Retirement Planning Seminar

224. 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.

225. 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 release 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.

226. All such seminars must be located within the Bay Area.

227. This section shall not be subject to the grievance procedure.

III.CC. Life Insurance

228. The City shall purchase a \$50,000 life insurance policy for each represented employee. This section shall not diminish any existing rights of MEA represented employees to purchase supplemental coverage through the Management Compensation Package.

III.DD. Management Classification/Compensation Plan

229. Effective July 1, 2001, there shall be a new series of classifications created under the Management Classification/Compensation Plan ("MCCP").

Salary Plan

230. Effective July 1, 2001, there shall be a Management Compensation plan consisting of seven (7)

steps, replacing the current five (5) step salary plan for affected positions. The plan is set forth in Appendix C. A new Step 1 shall be set at 10% lower than the current Step 1 of the corresponding salary schedule. A new Step 2 shall be set at 5% lower than the current Step 1.

Placement Upon Implementation

231. Incumbents moved into the new Management Classification/Compensation Plan, pursuant to the phases and timetable set forth below, shall be appointed into the appropriate classification level, the grade and salary level of which corresponds to their current salary level, inclusive of all cost of living and other wage adjustments. Except as noted below, no employee will be appointed to a position where the proposed Step 7 is lower than the current Step 5, after cost of living and other wage adjustments have been calculated. Those employees (not to exceed 15 in Phase 1) whose placement does not conform to these principles shall be “y-rated,” meaning they shall be placed at their current exact salary and shall be entitled to receive the general salary increases contained in this Agreement.
232. Step increases shall occur according to traditional practices.

Phase 1

233. Phase 1 of the Plan shall include the movement of represented Special Assistant positions and incumbents to the new MCCP. Phase 2 of the Plan shall include consideration of all other Association positions, unless certain positions, job grades, or persons are excluded by mutual agreement.
234. Special Assistant positions shall be “reclassified” into the corresponding Manager, Deputy Director and Director job classes on July 1, 2001. Pending status rights, or the administration of appropriate examinations, employees will be placed in these positions provisionally or exempt, dependent upon whether or not the position will be subject to the civil service system, with no loss of pay or benefits. Status rights will be granted under the principles described in Appendix D.
235. Step increment advancement shall be based upon the employee’s anniversary date in the former Special Assistant class. Employees in “y-rated” classifications are ineligible for step increases.

Phase 2

236. The City and the Association will begin meeting immediately to discuss Phase 2 implementation, monitor the success of this program, and negotiate needed modifications, with the goal of implementing Phase 2 no later than July 1, 2002. Provisional employees whose tenure is expiring during fiscal year 2001-2002 will be given special focus.

Additional Information

237. Non-Special Assistant classifications and incumbents currently assigned to the EM, M, and DAI units shall not be impacted by creation of new titles in the M CCP series during Phase 1.
238. The parties shall meet and confer regarding the M CCP as described above. These discussions may address any and all matters pertaining to the M CCP not reserved to the exclusive jurisdiction of the Civil Service Commission.
239. If the parties do not reach agreement by October 1, 2001 on all Phase 2 issues within the scope of bargaining under Charter section A8.409, those issues remaining in dispute shall be submitted for resolution through mediation before a mutually-agreed-upon mediator selected from the list in Appendix B. In any case, mutual agreement shall be required prior to implementation of Phase 2.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. Management Training

240. The City shall make available and HRD shall budget \$100,000 each year for two years for the purpose of management training of MEA-represented employees. Until such funds are exhausted, an employee may utilize up to a maximum of \$1,000 per fiscal year. A joint City-MEA management development committee will be established to develop the program and to decide how to spend the allotted sums. The City shall not utilize these funds to supplant existing budgeted training programs. Funds which are not expended at the end of each fiscal year shall be rolled over into the next fiscal year.

IV.B. Paid Status During Training

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

IV.C. P.O.S.T. (Peace Officer Standards and Training) Premiums

242. Employees in represented job codes which have Peace Officer or limited Peace Officer status pursuant to state law shall be eligible for a P.O.S.T. premium as follows:
243. A premium of 4% of base wage rate shall be paid for the possession and maintenance of an intermediate P.O.S.T. certificate OR a premium of 6% of base wage rate shall be paid for the possession and maintenance of an advanced P.O.S.T. certificate.

IV.D. Reimbursement for Licenses, Certificates, and Professional Memberships

244. The City shall reimburse members for the cost of required professional licenses, certificates, and memberships.

ARTICLE V: WORKING CONDITIONS

V.A. Health and Safety

245. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The Association agrees that it shares the responsibility for these efforts, as do City employees.
246. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.
1. Right to Know
247. Material Safety Data sheets shall be available for inspection by employees or their Association representative.

V.B. Safety Equipment for Peace Officers

248. The following provisions apply to employees in represented job codes which have peace officer or limited peace officer status pursuant to state law:
249. 1) The City will make available \$100.00 worth of on duty or practice ammunition during each year of this Agreement for employees authorized to carry firearms as part of their job duties.
250. 2) The City will reimburse employees up to \$500.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts.
251. (3) The City will reimburse employees in class 8348 Undersheriff up to \$500.00 one time during the term of this Agreement for required uniforms.

V.C. Mileage Reimbursement

252. Employees shall be reimbursed at the Controller's certified rate per mile when required to use their personal vehicle for City business.

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT

VI.A. Scope Of Agreement

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

VI.B. Savings Clause

254. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, 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 this Agreement.

VI.C. Omissions and Assumptions

255. Conditions of employment, bargainable and arbitrable pursuant to Charter Section 8.409-3, in effect on the date of this Agreement, which are set forth in the rules and regulations of the Civil Service Commission and Charter, which are not inconsistent with the terms of this Agreement, shall be maintained in full force and effect during the term hereof except as otherwise specifically provided in this agreement except as mutually agreed.

VI.D. Duration of Agreement

256. This Agreement shall be effective July 1, 2001, and shall remain in full force and effect through June 30, 2003 subject to reopeners in the first and second years. The reopeners shall be limited to the Pay for Performance Plan (PFP). Any changes to PFP shall not result in an increase or decrease to the cost of this contract except by mutual agreement. Any increase in cost will be subject to Board of Supervisors approval.

In Witness Hereof, the parties have executed this AGREEMENT this ____ day of _____, 2001.

For the City

For the Association

Geoff Rothman
Director, Employee Relations

Ron Yank

APPROVED AS TO FORM
LOUISE H. RENNE
CITY ATTORNEY

Linda Ross,
Chief Labor Attorney

Appendix A

Municipal Executives Association Represented Job Codes

Job Code	Title	Unit
1071	IS MANAGER	M
1073	IS DIRECTOR	M
1101	DIRECTOR, PARKING AND TRAFFIC COMMISSION	EM
1102	PARKING AUTHORITY ASSISTANT DIRECTOR	M
1103	DIRECTOR, CONVENTION FACILITIES	EM
1104	PARKING AUTHORITY DIRECTOR	M
1105	EXECUTIVE DIRECTOR, RENT ARBITRATION BOARD	EM
1107	DEPUTY DIRECTOR, RENT ARBITRATION BOARD	M
1108	EXECUTIVE DIRECTOR, HEALTH SERVICE SYSTEM	EM
1110	EXECUTIVE ASSISTANT TO THE GENERAL MANAGER, RETIREMENT SYSTEM	M
1111	EXECUTIVE DIRECTOR, RELOCATION APPEALS BOARD	M
1112	RETIREMENT SYSTEM GENERAL MANAGER	EM
1113	DEPUTY DIRECTOR, RETIREMENT SYSTEM	EM
1114	ADMINISTRATOR, RETIREMENT SERVICES	M
1115	CHIEF INVESTMENT OFFICER	M
1118	COMMERCIAL DIVISION MANAGER	M
1120	DIRECTOR OF ANIMAL CARE AND CONTROL	EM
1121	DEPUTY DIRECTOR OF ANIMAL CARE AND CONTROL	M
1125	DIVISION MANAGER, REGISTRAR OF VOTERS	M
1126	PUBLIC ADMINISTRATOR	EM
1128	DIRECTOR OF ELECTIONS	EM
1131	ASSISTANT PUBLIC ADMINISTRATOR, PUBLIC GUARDIAN	M
1132	COUNTY CLERK-RECORDER	EM
1140	DEPUTY CLERK OF THE BOARD OF SUPERVISORS	EM
1142	COUNTY CLERK	M
1146	CLERK OF THE BOARD, LEGISLATIVE ADMINISTRATOR AND CITY CLERK	EM
1160	ASSISTANT DIRECTOR OF PURCHASING AND SERVICES	EM
1161	EXECUTIVE ASSISTANT TO THE ADMINISTRATOR, S.F.G.H.	M
1162	DIRECTOR OF PURCHASING AND SERVICES	EM
1163	EXECUTIVE ASSISTANT TO THE DIRECTOR OF HEALTH	M
1164	ADMINISTRATOR, SFGH MEDICAL CENTER	EM
1168	DIRECTOR OF HEALTH	EM
1172	GENERAL MANAGER OF PUBLIC UTILITIES COMMISSION	EM
1182	CHIEF ADMINISTRATIVE OFFICER	EM

1185	ADMINISTRATIVE SERVICES DIRECTOR	EM
1234	DIRECTOR OF TRAINING	M
1235	MANAGER, EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS	M
1237	TRAINING COORDINATOR	M
1238	ASSISTANT PAYROLL DIRECTOR	M
1239	PAYROLL DIRECTOR (CONTROLLERS)	M
1248	ASSISTANT DIVISION MANAGER, PERSONNEL	M
1270	DEPARTMENTAL PERSONNEL OFFICER	M
1272	SENIOR DEPARTMENTAL PERSONNEL OFFICER	M
1276	DEPARTMENTAL PERSONNEL DIRECTOR	M
1278	DIVISION MANAGER PERSONNEL	EM
1285	EXECUTIVE OFFICER, CIVIL SERVICE COMMISSION	EM
1340	ASSISTANT TO THE GENERAL MANAGER, PUC-PUBLIC RELATIONS	M
1372	SPECIAL ASSISTANT XIII	M-SA
1373	SPECIAL ASSISTANT XIV	M-SA
1374	SPECIAL ASSISTANT XV	M-SA
1375	SPECIAL ASSISTANT XVI	M-SA
1376	SPECIAL ASSISTANT XVII	M-SA
1377	SPECIAL ASSISTANT XVIII	M-SA
1378	SPECIAL ASSISTANT XIX	M-SA
1380	SPECIAL ASSISTANT XXI	M-SA
1381	SPECIAL ASSISTANT XXII	M-SA
1540	SECRETARY, FIRE COMMISSION	M
1554	ADMINISTRATIVE SECRETARY, PUBLIC UTILITIES COMMISSION	M
1556	ADMINISTRATIVE SECRETARY, CITY PLANNING COMMISSION	M
1565	ASSISTANT DIRECTOR, ART COMMISSION	M
1575	EXECUTIVE DIRECTOR, BOARD OF PERMIT APPEALS	EM
1658	CHIEF ACCOUNTANT	M
1660	MANAGER, BUDGET AND PERFORMANCE MONITORING	M
1665	DIRECTOR OF PATIENT ACCOUNTS	M
1666	FINANCE DIRECTOR, DEPARTMENT OF PUBLIC HEALTH	M
1673	ACCOUNTING OPERATIONS MANAGER	M
1674	DIRECTOR OF ACCOUNTING AND SYSTEMS	EM
1675	SUPERVISING FISCAL OFFICER	M
1677	FINANCE BUREAU DIRECTOR, PUBLIC UTILITIES COMMISSION	EM
1679	FINANCIAL REPORTS SPECIALIST	M
1680	CHIEF ASSISTANT CONTROLLER	EM
1682	CONTROLLER	EM
1683	BUDGET & FISCAL OPERATIONS MANAGER	M
1688	CHIEF AUDITOR	M
1690	INTERNAL AUDIT DIRECTOR	EM
1775	CABLE TELEVISION MANAGER	M

1776	ASSISTANT REPRODUCTION SERVICES MANAGER	M
1779	MANAGER, REPRODUCTION AND MAIL SERVICES CENTER	M
1816	ACTUARY	M
1826	CITY SHOP FLEET ADMINISTRATOR	M
1839	WATER CONSERVATION ADMINISTRATOR	M
1841	RATE ADMINISTRATOR	M
1843	EXECUTIVE DIRECTOR, SOUTHEAST COMMUNITY FACILITY COMMISSION	M
1879	PROJECT MANAGER, SPECIAL PROJECT	M
1885	MANAGER, BUREAU OF MANAGEMENT INFORMATION SYSTEMS, PUC	M
1888	RESOURCE EFFICIENCY AND ENERGY CONSERVATION MGR	M
2108	DIRECTOR, MEDICAL STAFF SERVICES DEPARTMENT	M
2116	ASSOCIATE DIRECTOR, MEDICAL RECORDS	M
2117	CHIEF MEDICAL RECORDS ADMINISTRATOR, LAGUNA HONDA HOSPITAL	M
2118	DIRECTOR, MEDICAL RECORDS	M
2122	DIRECTOR OF PATIENT FINANCIAL SERVICES AND ADMISSIONS	M
2140	HOSPITAL ADMINISTRATIVE ASSISTANT	M
2143	HOSPITAL ASSISTANT ADMINISTRATOR	M
2145	HOSPITAL ASSOCIATE ADMINISTRATOR	EM
2148	SENIOR HOSPITAL ASSOCIATE ADMINISTRATOR	EM
2171	ASSOCIATE ADMINISTRATOR, MEDICAL SERVICES, LAGUNA HONDA HOSPITAL	EM
2182	ADMINISTRATOR, LAGUNA HONDA HOSPITAL	EM
2235	MEDICAL DIRECTOR, DEPARTMENT OF HEALTH	EM
2237	CHIEF MEDICAL DIRECTOR, DEPT. OF PUBLIC HEALTH	EM
2244	HEALTH CENTER DIRECTOR	M
2246	ASSISTANT DIRECTOR OF CLINICAL SERVICES I	M
2248	ASSISTANT DIRECTOR OF CLINICAL SERVICES II	M
2452	DIRECTOR OF PHARMACEUTICAL SERVICES	M
2455	PHARMACY DIRECTOR, LAGUNA HONDA HOSPITAL	M
2459	FORENSIC LABORATORY MANAGER	M
2466	CHIEF MICROBIOLOGIST	M
2492	DIRECTOR, PUBLIC HEALTH LABORATORIES	M
2498	DIRECTOR, RADIOLOGY	M
2557	DIRECTOR OF THERAPEUTIC ACTIVITIES, LHH	M
2560	REHABILITATION COORDINATOR	M
2581	MEDICAL EXAMINER'S ADMINISTRATOR	EM
2584	CHIEF MEDICAL EXAMINER	EM
2596	EMPLOYEE REFERRAL PROGRAM DIRECTOR	M
2620	FOOD SERVICE MANAGER ADMINISTRATOR	M

2660	ASSISTANT DIRECTOR, FOOD SERVICES	M
2662	DIRECTOR OF FOOD SERVICES	M
2742	GENERAL SERVICES SUPERVISOR	M
2785	ASSISTANT GENERAL SERVICES MANAGER	M
2786	GENERAL SERVICES MANAGER	M
2804	EPIDEMIOLOGIST III	M
2821	DIRECTOR OF HEALTH PROGRAM PLANNING	M
2850	DIRECTOR OF NUTRITION SERVICES, DPH	M
2880	DIRECTOR OF BUSINESS AND OPERATIONS, MENTAL HEALTH PROGRAMS	M
2891	DEPUTY DIRECTOR FOR BUSINESS & OPERATIONS, DEPARTMENT EM OF PUBLIC HEALTH	
2894	PROGRAM CHIEF, COMMUNITY PUBLIC HEALTH SERVICES	EM
2895	DEPUTY DIRECTOR FOR MENTAL HEALTH PROGRAMS	EM
2896	DEPUTY DIRECTOR OF COMMUNITY HEALTH PROGRAMS	EM
2925	CHIEF MEDICAL SOCIAL SERVICES	M
2947	HOSPITAL ELIGIBILITY MANAGER, DEPT. OF PUBLIC HEALTH	M
2964	DIRECTOR, BUDGET AND PLANNING, DEPT. OF HUMAN SERVICES	M
2965	HUMAN SERVICES RESOURCE MANAGER	M
2968	SOCIAL SERVICES MANAGER, INVESTIGATIONS	M
2969	HUMAN SERVICES PROGRAM MANAGER	M
2973	DEPUTY DIRECTOR, DEPARTMENT OF HUMAN SERVICES	EM
2974	EXECUTIVE DIRECTOR, DEPARTMENT OF HUMAN SERVICES	EM
2985	DEPUTY DIRECTOR, COMMISSION ON THE AGING	EM
2986	DIRECTOR, HUMAN RIGHTS COMMISSION	EM
2988	DIRECTOR, AGING PROGRAM	EM
2999	EXECUTIVE DIRECTOR, COMMISSION ON THE STATUS OF WOMEN	EM
3110	SECRETARY, RECREATION AND PARK COMMISSION	M
3130	ARBORETUM DIRECTOR	M
3135	DIRECTOR OF NEIGHBORHOOD SERVICES, RECREATION AND PARK DEPARTMENT	M
3138	ASSISTANT GENERAL MANAGER FOR ADMINISTRATION	EM
3140	GENERAL MANAGER, RECREATION AND PARK DEPARTMENT	EM
3231	GOLF PROGRAM DIRECTOR	M
3233	MARINA ASSOCIATE MANAGER	M
3294	RECREATION SUPERINTENDENT	EM
3338	ASSISTANT ZOO DIRECTOR, OPERATIONS AND MAINTENANCE	M
3350	PARKS SUPERINTENDENT	EM
3426	FORESTER	M
3453	ASST AGRICULTURAL COMMISSIONER-SEALER OF WEIGHTS AND MEASURES	M
3456	COUNTY AGRICULTURAL COMMISSIONER AND SEALER OF	EM

WEIGHTS AND MEASURES		
3464	AREA SUPERVISOR, PARKS, SQUARES AND FACILITIES	M
3466	ASSISTANT SUPERINTENDENT, PARKS, SQUARES AND FACILITIES	M
3486	WATERSHED FORESTER	M
3488	WATERSHED RESOURCES MANAGER	M
3547	CURATOR V	M
3562	DIRECTOR, CULTURAL AFFAIRS	EM
3563	DIRECTOR, NEIGHBORHOOD ART PROGRAM, ART COMMISSION	M
3570	DIRECTOR AND CHIEF CURATOR OF MUSEUMS	EM
3587	DEPUTY DIRECTOR FOR ADMINISTRATION AND DEVELOPMENT, MUSEUMS	EM
3636	LIBRARIAN IV	M
3668	DEPUTY CITY LIBRARIAN	EM
3670	CITY LIBRARIAN	EM
4120	ASSISTANT MANAGING DIRECTOR, WAR MEMORIAL PERFORMING ARTS CENTER	M
4124	MANAGING DIRECTOR, WAR MEMORIAL PERFORMING ARTS CENTER	EM
4144	ASSISTANT DIRECTOR OF PROPERTY	EM
4150	DIRECTOR OF PROPERTY	EM
4212	CHIEF, TECHNICAL AND ASSESSMENT SERVICES	M
4226	CHIEF PERSONAL PROPERTY AUDITOR	M
4256	CHIEF OF ASSESSMENT STANDARDS	M
4269	CHIEF APPRAISER	M
4282	CHIEF ASSISTANT ASSESSOR	EM
4294	ADMINISTRATOR, ASSESSMENT APPEALS BOARD	M
4310	COMMERCIAL DIVISION ASSISTANT SUPERVISOR	M
4311	CUSTOMER SERVICE BILLING & COLLECTIONS SUPERVISOR	M
4333	SENIOR INVESTMENT OFFICER	M
4349	DIRECTOR OF REAL ESTATE, TAX COLLECTOR'S OFFICE	M
4368	DIRECTOR, BUREAU OF DELINQUENT REVENUE	M
4373	DEPUTY TAX ADMINISTRATOR	EM
4374	TAX ADMINISTRATOR	EM
4377	ASSISTANT CASH MANAGEMENT AND INVESTMENT	M
4378	CASH MANAGEMENT AND INVESTMENT OFFICER	M
4384	CHIEF ASSISTANT TREASURER	EM
5102	PUBLIC BUILDINGS MAINTENANCE AND REPAIR ASSISTANT SUPERINTENDENT	M
5103	OPERATIONS BUREAU SUPT., PUBLIC WORKS	M
5105	MANAGER, FINANCE AND ADMINISTRATION, CITY PLANNING	M
5109	DEPUTY ZONING ADMINISTRATOR	M
5112	ASSISTANT DIRECTOR OF PLANNING - IMPLEMENTATION (ZONING	EM

	ADMINISTRATOR)	
5116	DIRECTOR OF PLANNING	EM
5122	ASSISTANT CITY ARCHITECT	M
5125	BUREAU MANAGER	M
5132	MANAGER, BUREAU OF WATER POLLUTION CONTROL	M
5133	PROGRAM MANAGER II	M
5135	ASSISTANT SUPERINTENDENT OF STREET AND SEWER REPAIR	M
5137	MAINTENANCE ENGINEERING MANAGER, HETCH HETCHY PROJECT	M
5138	PROGRAM MANAGER I	M
5150	SITE MANAGER	M
5156	UTILITY SERVICES MANAGER	M
5162	PROGRAM MANAGER III	M
5166	ASSISTANT GENERAL MANAGER, PUBLIC UTILITIES	EM
5173	STREET ENVIRONMENTAL SERVICES ASSISTANT SUPERINTENDENT	M
5180	DEPUTY DIRECTOR, DEPT. OF BUILDING INSPECTION	EM
5181	DIRECTOR, DEPT. OF BUILDING INSPECTION	EM
5182	DEPUTY DIRECTOR OF PUBLIC WORKS AND ENGINEERING	EM
5185	GENERAL MANAGER, HETCH HETCHY PROJECT	EM
5186	FINANCIAL MANAGER	M
5189	MANAGER, UTILITIES ENGINEERING BUREAU, PUBLIC UTILITIES COMMISSION	EM
5190	DIRECTOR OF PUBLIC WORKS	EM
5191	CHIEF, BUREAU OF SUBDIVISIONS, SURVEYS AND MAPPING	M
5192	ASSISTANT TO DIRECTOR OF PUBLIC WORKS	M
5193	DEPUTY DIRECTOR OF PUBLIC WORKS FOR FINANCIAL MANAGEMENT & ADMINISTRAT	EM
5194	DEPUTY DIRECTOR OF PUBLIC WORKS FOR OPERATION	EM
5212	PRINCIPAL ENGINEER	M
5246	RADIO ENGINEER	M
5634	WATER & POWER RESOURCES MANAGER	M
6126	DIRECTOR, BUREAU OF ENVIRONMENTAL HEALTH SERVICES	M
6127	ASSISTANT DIRECTOR, BUREAU OF ENVIRONMENTAL HEALTH SERVICES	M
6141	MANAGER, OFFICE OF HEALTH AND SAFETY	M
7102	MAINTENANCE AND REPAIR ASSISTANT SUPERINTENDENT, HETCH HETCHY PROJECT	M
7123	PARKING METER AND MACHINE SHOP MANAGER	M
7125	ELECTRICAL OPERATION AND MAINTENANCE SUPERINTENDENT, H. H. PROJECT	M
7130	GENERAL SUPERINTENDENT, FACILITIES MAINTENANCE	M

7140	DIRECTOR, PARKING AND TRAFFIC OPERATIONS	EM
7150	CITY SHOPS GENERAL SUPERINTENDENT	M
7202	ASSISTANT PARK SUPERINTENDENT FOR STRUCTURAL MAINTENANCE	M
7212	AUTOMOTIVE TRANSIT EQUIPMENT SUPERVISOR	M
7263	MAINTENANCE MANAGER	M
7283	TRACK MAINTENANCE SUPERINTENDENT, MUNICIPAL RAILWAY	M
8127	CHIEF INVESTIGATOR, OFFICE OF CITIZEN COMPLAINTS	M
8128	DIRECTOR, OFFICE OF CITIZEN COMPLAINTS	EM
8148	CHIEF DISTRICT ATTORNEY'S INVESTIGATOR	M
8150	PRINCIPAL DISTRICT ATTORNEY'S INVESTIGATOR, SPECIAL UNIT	M-DAI
8153	PRINCIPAL CLAIMS INVESTIGATOR, CITY ATTORNEY'S OFFICE	M
8155	CHIEF, BUREAU OF CLAIMS INVESTIGATION AND ADMINISTRATION	M
8160	ASSISTANT CHIEF, FAMILY SUPPORT INVESTIGATOR	M
8166	WORKER'S COMPENSATION CLAIMS MANAGER	M
8171	LAW OFFICE MANAGER	M
8184	CHIEF ATTORNEY II (CIVIL AND CRIMINAL)	EM
8185	DIRECTOR, CHILD SUPPORT SERVICES	EM
8186	ATTORNEY FOR THE PUBLIC ADMINISTRATOR	M
8187	CHIEF, FAMILY SUPPORT INVESTIGATOR	M
8220	DIRECTOR, PARKING ENFORCEMENT	M
8221	CHIEF OF PROTECTIVE SERVICES, TRANSPORTATION COMMISSION	M
8245	COMMUNICATIONS MANAGER, S.F. POLICE DEPARTMENT	M
8313	ADMINISTRATOR OF PRISONER SERVICES	M
8315	ASSISTANT SHERIFF	EM
8326	ASSISTANT DIRECTOR, LOG CABIN RANCH	M
8330	DIRECTOR, LOG CABIN RANCH	M
8336	MANAGER, FINANCE AND ADMINISTRATION, JUVENILE PROBATION	M
8340	ASSISTANT DIRECTOR, JUVENILE HALL	M
8344	DIRECTOR, JUVENILE HALL	EM
8348	UNDERSHERIFF	EM
8413	ASST. CHIEF PROBATION OFFICER, JUVENILE PROBATION	M
8416	DIRECTOR, PROBATION SERVICES	EM
8417	DIRECTOR, COMMUNITY PROGRAMS, JUVENILE PROBATION	M
8418	CHIEF PROBATION OFFICER, JUVENILE COURT	EM
8435	DIVISION DIRECTOR, ADULT PROBATION	EM
8436	CHIEF ADULT PROBATION OFFICER	EM
8470	EXECUTIVE DIRECTOR, COUNTY PAROLE COMMISSION	M
8488	DIRECTOR, CRIME PREVENTION PROGRAM	M

9142	TRANSIT MANAGER III	M
9143	SENIOR OPERATIONS MANAGER	M
9146	MANAGER, ACCESSIBLE SERVICES	M
9161	ASST. CHIEF, BUREAU OF CLAIMS INVEST. & ADMINISTRATION	M
9184	DEPUTY GENERAL MANAGER, PUBLIC TRANSPORTATION DEPT.	EM
9185	CHIEF OPERATING OFFICER, PUBLIC TRANSPORTATION DEPT.	EM
9186	GENERAL MANAGER, PUBLIC TRANSPORTATION DEPT.	EM
9189	DIRECTOR OF PLANNING, MUNICIPAL RAILWAY	M
9205	AIRPORT COMMUNICATIONS COORDINATOR	M
9222	AIRPORT OPERATIONS COORDINATOR	M
9226	AIRPORT OPERATIONS SUPERINTENDENT	M
9247	AIRPORT EMERGENCY PLANNING COORDINATOR	M
9248	AIRPORT FACILITIES SERVICES MANAGER	M
9252	AIRPORT MAINTENANCE SUPERINTENDENT	M
9253	DIRECTOR, BUREAU OF COMMUNITY AFFAIRS	M
9254	ASSISTANT TO THE DIRECTOR, PUBLIC AFFAIRS	M
9256	AIRPORT ASSISTANT DEPUTY DIRECTOR, OPERATIONS	M
9258	AIRPORT ASSISTANT DEPUTY DIRECTOR, BUSINESS AND FINANCE	M
9260	AIRPORT ASSISTANT DEPUTY DIRECTOR, FACILITIES OPERATIONS & MAINTENANCE	M
9270	AIRPORT DEPUTY DIRECTOR	EM
9278	DIRECTOR OF AIRPORTS	EM
9357	MARITIME OPERATIONS MANAGER	M
9363	SUPERINTENDENT OF HARBOR MAINTENANCE	M
9364	GENERAL SUPERINTENDENT OF HARBOR MAINTENANCE	M
9373	MANAGER OF MARKETING	EM
9374	MANAGER, PORT PLANNING AND DEVELOPMENT	M
9375	ASSISTANT DEPUTY DIRECTOR, PORT	M
9378	DEVELOPMENT PROJECT COORDINATOR, PORT	M
9379	CHIEF HARBOR ENGINEER	EM
9382	GOVERNMENT AND PUBLIC AFFAIRS MANAGER	M
9386	SENIOR PROPERTY MANAGER, PORT	M
9390	EXECUTIVE ASSISTANT TO THE PORT DIRECTOR	M
9396	MANAGER, LEASING AND TENANT SERVICES	M
9397	DEPUTY DIRECTOR, PORT	EM
9398	MANAGER, REGULATORY AND ENVIRONMENTAL AFFAIRS	M

Appendix B

Charles Askin
Norman Brand
Barry Winograd
Wendy Rouder
Alexander “Buddy” Cohn
Ken Silbert
Frank Silver
Matthew Goldberg

*This list may be amended by mutual agreement. Such agreement must be confirmed in writing.

Appendix C

Rates 6/30/01

Class Title and Job Code	Pay Grade	Range A						
		step 1	step 2	step 3	step 4	step 5	step 6	step 7
Manager I (0911)	1	1736	1823	1914	2009	2110	2215	2326
Manager II (0912)	2	1876	1970	2069	2172	2281	2395	2514
Manager III (0913)	3	2019	2120	2226	2337	2454	2577	2706
Manager IV (0921)	4	2172	2281	2395	2514	2640	2772	2910
Manager V (0922) Deputy Director I (0951)	5	2303	2418	2539	2666	2800	2940	3087
Manager VI (0923)	6	2478	2602	2732	2868	3012	3162	3320
Manager VII (0931) Deputy Director II (0952)	7	2666	2800	2940	3087	3241	3403	3574
Manager VIII (0932) Department Head I (0961)	8	2868	3012	3162	3320	3486	3661	3844
Manager IX (0933)	9	3087	3241	3403	3574	3752	3940	4137
Manager X (0941) Deputy Director III (0953)	10	3320	3486	3661	3844	4036	4238	4449
Manager XI (0942) Department Head II (0962)	11	3547	3724	3910	4106	4311	4527	4753
Deputy Director IV (0954) Department Head III (0963)	12	3777	3966	4164	4372	4591	4821	5062
Manager XII (0943) Deputy Director V (0955)	13	4028	4229	4440	4662	4895	5140	5397
Department Head IV (0964)	14	4334	4551	4779	5018	5269	5532	5809
	15	4662	4895	5140	5397	5667	5950	6247
	16	5018	5269	5532	5809	6099	6404	6725
Department Head V (0965)	17	5397	5667	5950	6247	6560	6888	7232

Appendix D

Status Grants

Permanent employees will be granted status rights (no examination required) by the Human Resources Director if the top step of their current classification is 7 ½% or less than the top step of the new MCCP class.

The Human Resources Director will request authorization from the Civil Service Commission to grant status rights to permanent employees where the top step of their current classification is more than 7 ½% over the top step of the new MCCP class.

If probation was not completed at the time of the status grant appointment, the probationary period will be adjusted in the new classification to credit the probationary time already served.

Status rights exercised in the new classification in the same department will not require an examination or probationary period.

Appendix E
MTA Performance/Attendance Incentive Pay

The MTA Performance and Attendance Incentive Programs of this Appendix C apply only to employees in “service-critical” classes at MTA.

The benefits of these programs are only available to “service-critical” employees while employed at MTA. Employees who leave or transfer out of “service-critical” employment at MTA lose the benefits of these programs.

MTA
PERFORMANCE INCENTIVE PROGRAM

A Performance Incentive Program is established for “service-critical” employees at the Municipal Transportation Agency (MTA) in each of the following Occupational Groups:

- Maintenance Group
- Operations Group
- Administration Group

Service Standards are developed for each Occupational Group, and Performance Goals are established for each Service Standard. Service-critical employees responsible for achievement of Performance Goals are identified for each goal.

SERVICE STANDARDS

The following Service Standards are established for each Occupational Group:

MAINTENANCE GROUP:

Percentage of vehicles that run on time according to published schedules.
Increase vehicle miles between road calls by mode.
Total number days of unscheduled absences.
Total number of lost days due to industrial injury/illness.

OPERATIONS GROUP:

Percentage of vehicles that run on time according to published schedules.
Percentage of scheduled hours delivered.
Total number of lost days due to industrial injury/illness
Total number days of unscheduled absences.

ADMINISTRATION GROUP:

Percentage of vehicles that run on time according to published schedules.

Total number days of unscheduled absences.

HOW PROGRESS IS MEASURED

Performance Goals will be developed each fiscal year for the above listed Service Standards. For each Performance Goal, a Mode and/or Division Goal may be established. Progress toward achievement of these Performance Goals will be tracked and measured each fiscal year. A “Qualifying Fiscal Year” is defined as follows:

July 1, 2001 – June 30, 2002

July 1, 2002 – June 30, 2003

When Performance Goals are achieved, Incentive Bonuses will be paid to eligible employees in each Occupational Group at the end of a fiscal quarter during which goal(s) were achieved. A “Qualifying Fiscal Quarter” is defined as follows:

1. July 1, - September 30
2. October 1, - December 31
3. January 1, - March 31
4. April 1, - June 30

INCENTIVE BONUSES

Incentive Bonuses will be paid quarterly based on Occupational Group achievement of one or more of the Performance Goals established for each Service Standard. Separate bonuses will be paid based on achievement of overall Occupational Group Goals and/or Mode or Division Goals.

Incentive Bonuses will be paid to each eligible “service-critical” employee of an Occupational Group following a Qualifying Calendar Quarter during which a group goal(s) were achieved. Bonuses will be paid no later than sixty (60) calendar days following the end of a Qualifying Calendar Quarter during which group goals were achieved. Incentive Bonuses will be itemized and paid by check to each eligible group member, after deducting applicable federal and state taxes.

Incentive Bonuses shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

Incentive Bonuses will be paid to eligible “service-critical” employees based on the achievement of Occupational Group and/or Mode/Division Goals as follows:

OVERALL GROUP GOALS

Number of Goals Achieved	Quarterly Bonus
Four (4) Group Goals achieved	\$150.00
Three (3) Group Goals achieved	90.00
Two (2) Group Goals achieved	60.00
One (1) Group Goal achieved	30.00

MODE/DIVISION GOALS

Number of Goals Achieved	Quarterly Bonus
Four (4) Mode/Division Goals achieved	\$225.00
Three (3) Mode/Division Goals achieved	150.00
Two (2) Mode/Division Goals achieved	90.00
One (1) Mode/Division Goals achieved	60.00

ELIGIBLE EMPLOYEE CRITERIA

To be eligible to receive payment of an Incentive Bonus, an employee must have actually worked a minimum of 400 hours in each Qualifying Fiscal Quarter, and not have sustained discipline of a suspension or higher. Authorized absences including vacation, legal holidays, and floating holidays shall be considered as “time worked” when computing actual hours worked.

GOAL MONITORING AND MEASUREMENT

Performance Goals will be monitored, measured, and reported in the San Francisco Municipal Railway “Services Standards” Quarterly Report.

SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS

When more than one goal is achieved, the amount of Incentive Bonuses for “service-critical” senior level management and senior administrative classifications with multi-divisional or multi-mode responsibility will be determined by the General Manager in his/her sole discretion. Classifications so affected are identified for each goal.

**MAINTENANCE GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

OVERALL GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2000	75%	
July 1, - September 30	65%	
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30	75%	
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

MODE/DIVISION GOALS

Fiscal Years	LRV	CABLE CAR	TROLLEY	DIESEL
July 1, 2001 – June 30, 2002				
July 1, - September 30	%	%	%	%
October 1, December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%
July 1, 2002 – June 30, 2003				
July 1, - September 30	%	%	%	%
October 1, - December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

GOAL #2:

To increase vehicle miles between road calls by mode.

**MODE GOALS
(July 1, 2001 – June 30, 2002)**

MOTOR COACH:	Quarter Goals
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “

TROLLEY COACH	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “

RAIL	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
PCC	“ “

RAIL	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “

CABLE CAR	
	“ “

**MODE GOALS
(July 1, 2002 – June 30, 2003)**

MOTOR COACH	Quarter Goals
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “

TROLLEY COACH	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “

RAIL	
Boeing Light Rail Vehicle	“ “

Breda Light Rail Vehicle
PCC

“ “
“ “

CABLE CAR

“ “

GOAL #3:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

GOAL #4:

To reduce the total number of lost days due to industrial injury/illness.

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

OPERATIONS GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

MODE/DIVISION GOALS

Fiscal Years	LRV	CABLE CAR	TROLLEY	DIESEL
July 1, 2001 – June 30, 2002				
July 1, - September 30	%	%	%	%
October 1, December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%
July 1, 2002 – June 30, 2003				
July 1, - September 30	%	%	%	%
October 1, - December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

GOAL #2:

To assure that scheduled service hours are delivered and scheduled vehicles begin service at the scheduled time.

**MODE GOALS
(July 1, 2001 – June 30, 2002)**

MOTOR COACH:	Quarter Goals
Flynn	97%
Woods	97%
Kirkland	97%

TROLLEY COACH	
Potrero	97%
Presidio	97%

RAIL	
Green	97%
Cable Car	97%

**MODE GOALS
(July 1, 2002 – June 30, 2003)**

MOTOR COACH:	Quarter Goals
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%

TROLLEY COACH	
Potrero	97.5%
Presidio	97.5%

RAIL	
Green	97.5%
Cable Car	97.5%

GOAL #3:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	10%	
July 1, - September 30		7%
October 1, - December 31		8%
January 1, - March 31		9%
April 1, - June 30		10%
July 1, 2002 – June 30, 2003	7%	
July 1, - September 30		4%
October 1, - December 31		5%
January 1, - March 31		6%
April 1, - June 30		7%

GOAL #4:

To reduce the total number of lost days due to industrial injury/illness.

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**ADMINISTRATION GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

ADMINISTRATION GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

MODE/DIVISION GOALS

LRV	CABLE CAR	TROLLEY	DIESEL
Fiscal Years			
July 1, 2001 – June 30, 2002		Overall Goal	Quarter Goals
		75%	
July 1, - September 30			65%
October 1, December 31			65%
January 1, - March 31			70%
April 1, - June 30			75%
July 1, 2002 – June 30, 2003		80%	
July 1, - September 30			75%
October 1, - December 31			76%
January 1, - March 31			78%
April 1, - June 30			80%

GOAL #2:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

EXHIBIT A - The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4.

Class Code	Classification Title	Class Code	Classification Title
	Sheetmetal, Local 104	7458	Switch Repairer
6235	Heating and Ventilating Inspector	7514	General Laborer
7376	Sheet Metal Worker	7540	Track Maintenance Worker
	Automotive Machinist, Local 1414		Operating Engineers, Local 3
7126	Mechanical Shop and Equipment Sup.	7110	Mobile Equipment Assistant Sup.
7225	Transit Paint Shop Sup.	7328	Operating Engineer
7228	Auto Transit Shop Sup.		Stationary Engineers, Local 39
7241	Senior Maintenance Controller	7120	Building and Grounds Maint. Sup.
7249	Automotive Mechanic Sup.	7205	Chief Stationary Engineer
7254	Automotive Machinist Sup.	7223	Cable Machinery Sup.
7258	Maintenance Machinist Sup.	7262	Maintenance Planner
7264	Auto Body Fender Sup.	7286	Wire Rope Cable Maintenance Sup.
7305	Blacksmith	7333	Apprentice Stationary Engineer
7306	Auto Body Fender Worker	7334	Stationary Engineer
7309	Car and Auto Painter	7335	Senior Stationary Engineer
7313	Automotive Machinist	7472	Wire Rope Cable Maint. Mechanic
7322	Auto Body Fender Worker Asst. Sup.	7473	Wire Rope Cable Maint. Mech. Trn.
7332	Maintenance Machinist		Painters, Local 4
7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		Electrical Workers, Local 6
7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	TWU, Local 200	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	IFPTE, Local 21	7238	Electrician Sup.
9195	LRV Equipment Engineer	7244	Power Plant Sup.
9196	Senior LRV Equipment Engineer	7253	Electrical Transit Mechanic Sup.
9197	Signal and Systems Engineer	7255	Power House Electrical Sup.
	Teamsters, Local 853	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	Carpenters, Local 22	7287	Sup. Electrical Maintenance Tech.
7226	Carpenter Sup.	7318	Electrical Maintenance Technician
7342	Locksmith	7319	Electric Motor Repairer
7344	Carpenter	7329	Electric Maint. Tech. Asst. Sup.
7358	Pattern Maker	7338	Electrical Line Worker
	Laborers, Local 261	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

EXHIBIT A - The following “service-critical” Job Classifications are covered under Maintenance

City and County of San Francisco and
Municipal Executives Association
July 1, 2001 - June 30, 2003

Group Goals #1, #2, #3 and #4.

Class Code	Classification Title	Class Code	Classification Title
	Electrical Workers, Local 6		TWU, Local 250-A
7365	Senior Power House Operator	7410	Automotive Service Worker
	Unrepresented		Municipal Executives Association
7371	Electrician Transit Shop	7283	Track Maintenance Superintendent
7380	Elect. Transit Mech. Asst. Sup	9142	Transit Manager III*
7390	Welder	9143	Senior Operations Manager*
7408	Assistant Power House Operator	9184	Deputy General Manager*
7430	Assistant Electrical Maint. Technician	9185	Chief Operating Officer*
7432	Electrical Line Helper	9189	Director of Planning*
7510	Lighting Fixture Maintenance Worker		
	Glaziers, Local 718		
7326	Glazier	*	Amount of Incentive, if any, determined by the General Manager.

	Maintenance Goal # 4 - ONLY
	Workers Compensation Section
	IFPTE, Local 21
1244	Senior Personnel Analyst
1824	Principal Administrative Analyst

EXHIBIT B - The following “service-critical” Job Classifications are covered under Operations Group Goals #1, #2, #3 and #4.

Class Code	Classification Title
	TWU, Local 200
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9173	System Safety Inspector
	IFPTE, Local 21
5177	Safety Officer
5288	Transit Planner II
5289	Transit Planner III
5290	Transit Planner IV
6130	Safety Analyst
	TWU, Local 250A
9132	Transit Fare Inspector
	Municipal Executives Association
9142	Transit Manager III*
9143	Senior Operations Manager*
9146	Manager, Accessible Services*
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*
*	Amount of Incentive, if any, determined by the General Manager.

	Operations Goal # 4 - ONLY
	Workers Compensation Section
	IFPTE, Local 21
1244	Senior Personnel Analyst
1824	Principal Administrative Analyst

EXHIBIT C - The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and #2.

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	1655	Systems Accountant
1773	Media Training Specialist	1657	Senior Systems Accountant
	IFPTE, Local 21	1658	Chief Accountant
1002	IS Operator, Journey	1804	Statistician
1004	IS Operator, Analyst	1806	Senior Statistician
1011	IS Technician, Assistant	1823	Senior Administrative Analyst
1013	IS Technician, Senior	1824	Principal Administrative Analyst
1022	IS Administrator II	1827	Administrative Services Manager
1023	IS Administrator III	1944	Materials Coordinator
1024	IS Administrator, Supervisor	1950	Assistant Purchaser
1042	IS Engineer, Journey	2591	Health Program Coordinator I
1043	IS Engineer, Senior	2822	Health Educator
1044	IS Engineer, Principal	2992	Contract Compliance Officer I
1051	IS Business Analyst, Assistant	5174	Administrative Engineer
1053	IS Business Analyst, Senior	5201	Junior Engineer
1054	IS Business Analyst, Principal	5204	Assistant Civil Engineer
1061	IS Program Analyst, Assistant	5205	Associate Materials Engineer
1062	IS Programmer Analyst	5206	Associate Civil Engineer
1064	IS Programmer Analyst, Senior	5208	Civil Engineer
1070	IS Project Director	5210	Senior Civil Engineer
1203	Personnel Technician	5212	Principal Civil Engineer
1231	Assistant Manager, EEO	5236	Assistant Electrical Engineer
1233	EEO Program Specialist	5238	Associate Electrical Engineer
1241	Personnel Analyst	5240	Senior Electrical Engineer
1244	Senior, Personnel Analyst	5242	Principal Electrical Engineer
1246	Principal Personnel Analyst	5252	Assistant Mechanical Engineer
1312	Public Information Officer	5254	Associate Mechanical Engineer
1314	Public Relations Officer	5256	Mechanical Engineer
1365	Special Assistant VI	5258	Principal Mechanical Engineer
1367	Special Assistant VIII	5354	Electrical Engineer Associate I
1368	Special Assistant IX	5360	Civil Engineering Assistant I
1369	Specialist Assistant X	5362	Civil Engineering Assistant II
1370	Special Assistant XI	5364	Civil Engineering Associate I
1452	Executive Secretary II	5366	Civil Engineering Associate II
1454	Executive Secretary III	5380	Student Engineer Trainee
1650	Accountant	6137	Assistant Industrial Hygenist
1652	Senior Accountant	6138	Industrial Hygenist
1654	Principal Accountant	6318	Construction Inspector

EXHIBIT C - The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and, #2.

Class Code	Classification Title	Class Code	Classification Title
	Municipal Executives Association		Unrepresented
1071	IS Manager	8121	Investigator
1270	Departmental Personnel Officer	1942	Assistant Materials Coordinator
1272	Sr. Departmental Personnel Officer	2978	Contract Compliance Officer II
1276	Departmental Personnel Director	5502	Project Manager I
1372	Special Assistant XIII	5504	Project Manager II
1374	Special Assistant XV	5506	Project Manager III
1375	Special Assistant XVI	5508	Project Manager IV
1376	Special Assistant XVII		
1377	Special Assistant XVIII		
1675	Supervising Fiscal Officer		
1658	Chief Accountant		
5186	Financial Manager		
5212	Principal Engineer		
7130	General Superintendent		
8221	Chief, Protective Services		
9146	Manager, Accessible Services		
9184	Deputy General Manager*		
9185	Chief Operating Officer*		
9189	Director of Planning*	*	Amount of Incentive, if any, determined by the General Manager.

MTA
ATTENDANCE INCENTIVE PROGRAM
(Non Transit Operator personnel)

March 16, 2001

The following Attendance Incentive Program is established for non Transit Operator, “service-critical” employees at the Municipal Transportation Agency (MTA).

This MTA Attendance Incentive Program is available to “service-critical” personnel in Groups A and B as indicated on Exhibits A and B, and is offered separate and apart from any Wellness or Sick Leave “cash out” program the City may offer. The benefits of this program are not vested, and are only available to employees while in active employment status at the MTA. MTA employees who take employment in other City departments lose the benefits of this program upon the effective date of such non MTA employment.

ANNUAL SICK LEAVE “CASH OUT”/TIME OFF OPTIONS

If at the end of a “Qualifying Calendar Period” a full-time “service-critical” employee has not used more than a total of forty (40) hours (part-time “service-critical” employees twenty (20) hours) of sick leave, with or without pay, and or Disability Leave, and in addition has not been absent from work due to either Absence Without Leave (AWOL), leave without pay, or disciplinary suspension, may convert sick leave hours to “cash” or “time off” based on their accrued sick leave balance as shown below.

FULL-TIME QUALIFYING BALANCE	GROUP A “CASH OUT”	GROUP B TIME OFF
240 hours or more sick leave balance	40 hours	3 days
PART-TIME QUALIFYING BALANCE	GROUP A “CASH OUT”	GROUP B TIME OFF
120 hours or more sick leave balance	20 hours	2 days

Attendance Incentive Bonuses shall be paid to each qualifying employee no later than one (1) calendar month following the end of the Qualifying Calendar Period.

Employees in the groups eligible for the “time off” option shall be allowed to take their days off within ten (10) calendar months following the end of the Qualifying Calendar Period. The days off may be taken in single day increments or all at one time, subject to department/section scheduling.

NOTE: All sick leave hours “cashed out” or “taken off” shall be deducted from an employee’s total sick leave balance, however sick leave hours “cashed out” or “taken off” shall not count towards the forty (40) hours of sick leave used during the “Qualifying Calendar Period” above.

QUALIFYING CALENDAR PERIOD

For purposes of this Attendance Incentive Program a “Qualifying Calendar Period” is defined as follows:

July 1, 2001 – June 30, 2002

July 1, 2002 – June 30, 2003

Sick leave hours “cashed out” shall be paid based on the employee’s “base hourly rate,” exclusive of any other premiums. The aforementioned incentive “cash out” premium shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

GROUP A - The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

Class Code	Classification Title	Class Code	Classification Title
	Sheetmetal, Local 104	7514	General Laborer
6235	Heating and Ventilating Inspector	7540	Track Maintenance Worker
7376	Sheet Metal Worker		Operating Engineers, Local 3
	Automotive Machinist, Local 1414	7110	Mobile Equipment Assistant Sup.
7126	Mechanical Shop and Equipment Sup.	7328	Operating Engineer
7225	Transit Paint Shop Sup.		Stationary Engineers, Local 39
7228	Auto Transit Shop Sup.	7120	Building and Grounds Maint. Sup.
7241	Senior Maintenance Controller	7205	Chief Stationary Engineer
7249	Automotive Mechanic Sup.	7223	Cable Machinery Sup.
7254	Automotive Machinist Sup.	7262	Maintenance Planner
7258	Maintenance Machinist Sup.	7286	Wire Rope Cable Maintenance Sup.
7264	Auto Body Fender Sup.	7333	Apprentice Stationary Engineer
7305	Blacksmith	7334	Stationary Engineer
7306	Auto Body Fender Worker	7335	Senior Stationary Engineer
7309	Car and Auto Painter	7472	Wire Rope Cable Maint. Mechanic
7313	Automotive Machinist	7473	Wire Rope Cable Maint. Mech. Trn.
7322	Auto Body Fender Worker Asst. Sup.		Painters, Local 4
7332	Maintenance Machinist	7242	Painter Sup.
7340	Maintenance Controller	7346	Painter
7381	Auto Mechanic		Electrical Workers, Local 6
7382	Auto Mechanic Assistant Sup.	6252	Line Inspector
7387	Upholsterer	7214	Electrical Transit Equipment Sup.
7434	Maintenance Machinist Helper	7216	Electrical Transit Shop Sup.
	TWU, Local 200	7235	Transit Power Line Sup.
7412	Automotive Service Worker Asst. Sup	7238	Electrician Sup.
9139	Transit Sup.	7244	Power Plant Sup.
9140	Transit Manager I	7253	Electrical Transit Mechanic Sup.
9141	Transit Manager II	7255	Power House Electrical Sup.
9150	Train Control Operator	7256	Electric Motor Repairer Sup.
	Teamsters, Local 853	7274	Transit Power Line Sup. II
7251	Track Maintenance Worker Sup.	7279	Power House Electrician Sup.
7355	Truck Driver	7287	Sup. Electrical Maintenance Tech.
	Carpenters, Local 22	7318	Electrical Maintenance Technician
7226	Carpenter Sup.	7319	Electric Motor Repairer
7342	Locksmith	7329	Electric Maint. Tech. Asst. Sup.
7344	Carpenter	7338	Electrical Line Worker
7358	Pattern Maker	7345	Electrician
	Laborers, Local 261	7364	Power House Operator
7215	General Laborer Sup.	7365	Senior Power House Operator
7458	Switch Repairer	7371	Electrician Transit Shop

GROUP A - The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

Class Code	Classification Title
	Electrical Workers, Local 6
7380	Elect. Transit Mech. Asst. Sup
7390	Welder
7408	Assistant Power House Operator
7430	Assistant Electrical Maint. Technician
7432	Electrical Line Helper
7510	Lighting Fixture Maintenance Worker
	Glaziers, Local 718
7326	Glazier
	TWU, Local 250-A
7410	Automotive Service Worker
9132	Transit Fare Inspector

GROUP B - The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	1657	Senior Systems Accountant
1773	Media Training Specialist	1658	Chief Accountant
9173	System Safety Inspector	1804	Statistician
	IFPTE, Local 21	1806	Senior Statistician
1002	IS Operator, Journey	1823	Senior Administrative Analyst
1004	IS Operator, Analyst	1824	Principal Administrative Analyst
1011	IS Technician, Assistant	1827	Administrative Services Manager
1013	IS Technician, Senior	1944	Materials Coordinator
1022	IS Administrator II	1950	Assistant Purchaser
1023	IS Administrator III	2591	Health Program Coordinator I
1024	IS Administrator, Supervisor	2822	Health Educator
1042	IS Engineer, Journey	2992	Contract Compliance Officer I
1043	IS Engineer, Senior	5174	Administrative Engineer
1044	IS Engineer, Principal	5201	Junior Engineer
1051	IS Business Analyst, Assistant	5204	Assistant Civil Engineer
1053	IS Business Analyst, Senior	5205	Associate Materials Engineer
1054	IS Business Analyst, Principal	5206	Associate Civil Engineer
1061	IS Program Analyst, Assistant	5208	Civil Engineer
1062	IS Programmer Analyst	5210	Senior Civil Engineer
1064	IS Programmer Analyst, Senior	5212	Principal Civil Engineer
1070	IS Project Director	5236	Assistant Electrical Engineer
1203	Personnel Technician	5238	Associate Electrical Engineer
1231	Assistant Manager, EEO	5240	Senior Electrical Engineer
1233	EEO Program Specialist	5242	Principal Electrical Engineer
1241	Personnel Analyst	5252	Assistant Mechanical Engineer
1244	Senior, Personnel Analyst	5254	Associate Mechanical Engineer
1246	Principal Personnel Analyst	5256	Mechanical Engineer
1312	Public Information Officer	5258	Principal Mechanical Engineer
1314	Public Relations Officer	5288	Transit Planner II
1365	Special Assistant VI	5289	Transit Planner III
1367	Special Assistant VIII	5290	Transit Planner IV
1368	Special Assistant IX	5354	Electrical Engineer Associate I
1369	Specialist Assistant X	5360	Civil Engineering Assistant I
1370	Special Assistant XI	5362	Civil Engineering Assistant II
1452	Executive Secretary II	5364	Civil Engineering Associate I
1454	Executive Secretary III	5366	Civil Engineering Associate II
1650	Accountant	5380	Student Engineer Trainee
1652	Senior Accountant	6130	Safety Analyst
1654	Principal Accountant	6137	Assistant Industrial Hygenist
1655	Systems Accountant	6138	Industrial Hygenist

GROUP B - The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

Class Code	Classification Title
	IFPTE, Local 21
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
	Municipal Executives Association
1071	IS Manager
1270	Departmental Personnel Officer
1272	Sr. Departmental Personnel Officer
1276	Departmental Personnel Director
1372	Special Assistant XIII
1374	Special Assistant XV
1375	Special Assistant XVI
1376	Special Assistant XVII
1377	Special Assistant XVIII
1675	Supervising Fiscal Officer
1658	Chief Accountant
5186	Financial Manager
5212	Principal Engineer
7130	General Superintendent
7283	Track Maintenance Superintendent
8221	Chief, Protective Services
9142	Transit Manager III
9143	Senior Operations Manager
9146	Manager, Accessible Services
9184	Deputy General Manager
9185	Chief Operating Officer
9186	General Manager
9189	Director of Planning
	Unrepresented
8121	Investigator
1942	Assistant Materials Coordinator
2978	Contract Compliance Officer II
5502	Project Manager I
5504	Project Manager II
5506	Project Manager III
5508	Project Manager IV

Appendix F

1163 Executive Assistant to the Director of Health	2.50% on July 1, 2001 2.50% on July 1, 2002
1270 Departmental Personnel Officer	2.00% on July 1, 2001 2.00% on July 1, 2002
1666 Finance Director, DPH	2.00% on July 1, 2001 2.00% on July 1, 2002
1843 Executive Director, SE Community Facilities Commissioner	2.00% on July 1, 2001 2.00% on July 1, 2002
2452 Director of Pharmacy	6.00% on July 1, 2001
2455 Director of Pharmacy, LHH	6.00% on July 1, 2001
2584 Chief Examiner Coroner	2.00% on July 1, 2001
2969 Human Services Program Manager	2.50% on July 1, 2001
8127 Chief Investigator, OCC	2.00% on July 1, 2001 2.00% on July 1, 2002
8128 Director of OCC	2.50% on July 1, 2001 2.50% on July 1, 2002
9247 Airport Emergency Planning Coordinator	2.50% on July 1, 2001 2.50% on July 1, 2002
8348 Undersheriff	2.0% on July 1, 2001

In addition, the City agrees to review and evaluate the FLSA status of employees in class 7283 Track Maintenance Superintendent, MTA.

Appendix G

This Agreement uses the terms “salary grade” and “job code” where the predecessor Agreement used “salary schedule” and “classification.” This change is intended to ensure consistency with the City’s personnel administration software; it shall not change the substantive meaning of any provision of this Agreement or alter in any way the rights and responsibilities of the parties from the prior Agreement usage.