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Agreement between the Operating Engineers Local 3, International Union of Operating Engineers, AFL-CIO and the City and County of San Francisco, 2001-2002

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**IDnum** 59      **Language** English      **Country** United States      **State** CA

**Union** International Union of Operating Engineers (AFL-CIO)

**Local** Local 3

Occupations Represented
Construction equipment operators

**Bargaining Agency** City and County of San Francisco

**Agency industrial classification (NAICS):**

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN AND FOR  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
OPERATING ENGINEERS LOCAL UNION NO. 3  
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO  
JULY 1, 2001 - JUNE 30, 2003**

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## **ARTICLE I - REPRESENTATION**

1. This Collective Bargaining Agreement (hereinafter "Agreement") is entered by the City and County of San Francisco (hereinafter "City") acting through its designated representatives and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers AFL-CIO (hereinafter "Union").
2. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

### **I.A. RECOGNITION**

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

#### Unit 1R

7110 Mobile Equipment Assistant Supervisor  
7210 Mobile Equipment Supervisor  
7221 Asphalt Plant Supervisor I  
7328 Operating Engineer, Universal  
7370 Rigger  
7424 Dryer-Mixer Operator  
9331 Piledriver Engine Operator  
9360 Construction and Maintenance  
Supervisor II, Port

4. 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 new bargaining units, added by affiliations or service agreements. Upon request of the Union, the City will meet and confer concerning proposed changes to bargaining units.

### **I.B. INTENT**

5. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until formally adopted by the Board of Supervisors in accordance with procedures, terms and provisions of the Charter applicable thereto. The provisions of this Agreement shall not become binding until ratified by the Union. Moreover, it is the intent of the Mayor acting on behalf of the City to bind the City and its departments with respect to the wages, hours and other terms and conditions of employment herein.
6. Each existing ordinance, resolution, rule or regulation over which the Mayor has jurisdiction pursuant to provisions of the San Francisco Charter, and which is

specifically changed or modified by the terms of this Agreement, shall be deemed incorporated in this Agreement in its changed or modified form from the effective date of this Agreement to and including the date of expiration thereof.

I.C. NO STRIKE PROVISION

7. The Union and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, or slowdown. The Union and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other union. The City agrees during the term of this agreement not to conduct a lockout against any of the employees covered by this Agreement.

I.D. MANAGEMENT RIGHTS

8. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
9. 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. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.E. GRIEVANCE PROCEDURES

10. 1. 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.
11. 2. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional departmental or City rules, policies or procedures subject to the scope of bargaining.  
  
A grievance does not include the following:
  12. a. All civil service rules excluded pursuant to Charter Section A8.409.
  13. b. Performance evaluations, provided, however, that employees shall be entitled to submit written rebuttals to unfavorable performance

- evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
14. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.
15. In the event that one or more unfavorable performance evaluations are used as evidence in disciplinary proceedings against the employee, such evaluations shall be subject to the grievance procedure.
- c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand.
16. 3. Time Limits - The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.
4. Steps of the Procedure
17. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
18. (1) A grievance affecting more than one employee shall be filed with the management official having authority over all employees affected by the grievance. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
19. (2) A grievance arising from a final disciplinary decision shall be initiated at the Arbitration Step of this grievance procedure. Such grievance may only be filed by the Union.
20. b. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but, in no case, later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.
21. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the facts of the



grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

22. c. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within seven (7) working days of receipt of the Step 1 answer. The intermediate supervisor will convene a grievance meeting within ten (10) working days of receipt to discuss the grievance with the grievant and/or the grievant's Union representative. Within ten (10) working days following the meeting the intermediate supervisor will respond in writing to the grievance.
  23. d. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 2 answer. The Appointing Officer may convene a meeting within ten (10) working days with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.
  24. e. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 3 answer. The Director may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.
  25. f. Arbitration: If the Union is dissatisfied with the Step 4 answer, it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 4th Step decision that arbitration is being invoked.
5. Selection of the Arbitrator
26. a. 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 five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Services.
  27. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator will be

selected by alternate striking from the list supplied by the State Mediation and Conciliation Services.

- 28. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
- 29. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.

Discipline/Discharge Grievances

6. Steps of the Procedure (Disciplinary Grievances)

- 30. a. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion. This section shall not apply to exempt employees.
- 31. b. With the exception of exempt employees, suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees who have served the equivalent of a probationary period shall be subject to the following procedure:
  - 32. 1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.
  - 33. 2) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.
  - 34. 3) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employer's statements. The employee's representative shall receive a copy of this decision.

35. Disciplinary action, as defined herein, may be appealed to the Employee Relations Director. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and issue a final City decision no later than fifteen (15) days following receipt of the appeal.

36. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of the final City decision.
37. a. 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 five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Services.
38. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator will be selected by alternate striking from the list supplied by the State Mediation and Conciliation Services.
39. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
40. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.
41. 7. Authority of the Arbitrator  
The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
42. 8. Fees and Expenses of Arbitration  
The fees and expenses of the Arbitrator shall be shared equally by the parties. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the arbitration shall be borne equally by the parties.
43. 9. Hearing Dates and Date of Award  
Except for the expedited procedure described above, hearing shall be scheduled within thirty (30) working days of selection of an arbitrator. Awards shall be due within thirty (30) working 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.
44. 10. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith to justify a greater entitlement.

45. 11. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

46. 1. Official Representatives

The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than five (5) employee members should be present at such meetings and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

47. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

48. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.

49. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

50. a. The Union shall furnish the ERD with an accurate list of stewards. The Union may submit amendments to this list at any time. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

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

52. c. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.

53. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft,

etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

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

55. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

#### I.G. UNION SECURITY

56. 1. Authorization for Deductions

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

57. 2. Dues Deduction

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division Office of the Controller, 875 Stevenson Street, Room 235, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

#### I.H. AGENCY SHOP

58. 1. Application

Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and

the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

59. 2. Implementation

An agency shop shall be implemented within representation units or subunits when:

60. a. Election

The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor implementation of an agency shop, or

61. b. 2/3 Membership

The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or

62. c. New Employees

The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

63. 3. Service Fee

Upon such an event occurring, employees of the City in the particular unit or subunit, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

64. 4. Financial Reporting

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

65. 5. Religious Exemption

Any employee of the City in a classification described herein who is a member of a bonafide religion, body or sect which has historically held conscientious

objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee. The union shall be informed in writing of any such requests.

66. 6. Payroll Deductions

The Union shall provide the Employee Relations Director and the City with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The City may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in (b) and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in (a) thereof, and each pay period thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the City will promptly pay over to the Union all sums withheld for membership or service fees.

67. 7. Revocation of the Agency Shop Fee

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

68. 8. Indemnification

The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

69. 9. Hudson Compliance

The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in Hudson, 475 U.S. 292.

70. 10. Employee Lists

The City shall also provide each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

I.I. APPRENTICESHIP PROGRAM

71. The specific provisions of an apprenticeship program shall be subject to agreement between the City and the Union.



**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. PROBATIONARY PERIOD**

72. The probationary period shall be as follows, as defined and administered by the Civil Service Commission:

<u>Unit 1R</u>		<u>Probationary Period</u>
7110	Mobile Equipment Assistant Supervisor	1 year
7210	Mobile Equipment Supervisor	1 year
7221	Asphalt Plant Supervisor I	1 year
7328	Operating Engineer, Universal	6 months
7370	Rigger	6 months
7424	Dryer-Mixer Operator	6 months
9331	Piledriver Engine Operator	6 months
9360	Construction and Maintenance Supervisor II, Port	1 year

73. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

**II.B. PERSONNEL FILES**

74. Formal reprimands will not be considered for purposes of promotions, transfer, special assignments, or discipline for future infractions after the employee has maintained a record without discipline for a period of two (2) years. Suspensions will not be considered for purposes of promotion, transfer, or special assignments after the employee has maintained a record without discipline for a period of four (4) years. Upon request of an employee, in writing, counseling letters and reprimands shall be removed from the employee's personnel file if there has been no discipline in the preceding two (2) year period.

**II.C. PERFORMANCE APPRAISALS**

75. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisal, including documents attached to the appraisals, shall be placed in the employees official personnel file, and shall be removed only upon written authorization of the appointing officer.

#### II.D. VACATION

76. Vacations will be administered pursuant to the Administrative Code, Article II, Section 16.10 through 16.16 and is incorporated herein by reference.

#### II.E. SENIORITY

77. Seniority shall be defined as the length of continuous permanent service within the departmental operational unit defined by Management (Airport, Port, Parks and Recreation, Public Works: Sewer Repair, Street Repair, PUC: Water - Water Supply Division, City Distribution Division, Hetch Hetchy - Moccasin and MUNI).
78. In case of a tie in seniority, ranking from the eligible list shall prevail.
79. Overtime assignments shall be distributed on an equitable basis by seniority to qualified employees who wish to participate. Overtime distribution shall be distributed according to a posted operational unit "overtime wheel." An employee who refuses his/her overtime assignment as determined by the overtime wheel shall have all such hours refused counted as hours worked for the purpose of overtime distribution.
80. Shift assignments shall be offered on a voluntary basis within the operational unit according to seniority starting with the qualified senior employee.

#### II.F. REQUESTS FOR REASSIGNMENTS

81. Vacant permanent positions within a department will be posted for a minimum of five (5) working days.
82. Consideration will be given to employees requesting a reassignment based on seniority, merit, and qualifications as determined by management.

#### II.G. TRAVEL EXPENSES

83. Travel expenses for City employees living in the City and County of San Francisco, assigned to duty outside the City and County of San Francisco limits, shall be paid travel allowance as provided by Administrative Code 16.94 and is incorporated herein by reference.

#### II.H. EQUIPMENT MAINTENANCE

84. 1. Employees covered by this Agreement shall be granted sufficient time to perform routine maintenance on equipment. Such time, if any is necessary, shall be determined by an appropriate departmental supervisor.
85. 2. Records of equipment deficiencies shall not be placed in an employee's personnel file. However, records of equipment deficiencies which are used as documentation for disciplinary action may be placed in the personnel file.

#### II.I. SUBCONTRACTING

1. "Prop J." Contracts

- 86. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
- 87. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
- 88. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
  - 89. 1) possible alternatives to contracting or subcontracting;
  - 90. 2) questions regarding current and intended levels of service;
  - 91. 3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
  - 92. 4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
  - 93. 5) questions relating to the effect on individual worker productivity by providing labor saving devices;
- 94. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

- 95. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
- 96. b. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.
- 97. c. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all

pertinent background and/or documentation relating to the service contemplated to be contracted out.

### **ARTICLE III - PAY, HOURS AND BENEFITS**

#### **III.A. WAGES**

98. 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%

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

100. Wage rates are set forth in Attachment A.

#### **III.B. WORK SCHEDULES**

101. 1. **NORMAL WORK SCHEDULES**

A normal workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A normal work week is a tour of duty on each of five (5) consecutive days from Monday through Friday. Any work performed on Saturdays, Sundays holidays or before the regular scheduled daily starting time or after eight (8) hours of work shall be paid for at the rate of time and one-half. Employees covered by this Agreement shall be entitled to a minimum of 14 calendar days notice if assigned to a different shift. Such changes will take place following completion of the employee's normal work week.

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

103. a. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less

than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

104. b. A normal work week is a tour of duty on each of five consecutive days. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.
- c. Exceptions:
105. 1) The 20-20 Educational Program.
106. 2) Specially funded training programs approved by the Department of Human Resources.
107. 3) Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
108. 4) Voluntary Reduced Work Week - Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
109. 5) Voluntary Time off Program - The mandatory furlough provisions of CSC Rules shall not apply to covered employees.
110. a) General Provisions - Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
111. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based

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

- b) Restrictions of Use of Paid Time Off While On Voluntary Time Off
  - 112. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.
  - 113. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
  - 114. c) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

115. 2. PART-TIME WORK SCHEDULE

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

III.C. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

116. 1. NORMAL WORK SCHEDULE

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

117. 2. PART-TIME WORK SCHEDULES

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

III.D. ADDITIONAL COMPENSATION

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

119. 1. NIGHT DUTY

Employees shall be paid a premium of 10% of the straight time hourly base rate of pay for each hour regularly assigned between 5:00 P.M. and 7:00 A.M., if the employee works at least one (1) hour of his/her regularly scheduled shift between 5:00 P.M. and 7:00 A.M., excepting those employees

participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 P.M. and 7:00 A.M. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 P.M. and 7:00 A.M.

120. 2. CALL BACK

Employees in classes represented by the Union called back after the completion of a regular shift or work week shall receive overtime, if otherwise applicable, and a night duty premium of 10% more than the base rate for hours worked in a shift between 5:00pm and 7:00am.

121. 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 compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand by status. The employee's work day shall not be adjusted to avoid the payment of this minimum

122. 3. STANDBY PAY

Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service.

The provisions authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act.

123. 4. LEAD PERSON PAY

Employees in the classification of 7328 Operating Engineer, Universal shall be entitled to a \$9.00 per day premium as follows (Effective July 1, 2002, the rate shall be \$10 per day):

124. a. When designated by their supervisor or foreman to plan, design, sketch, layout, detail, estimate, or order material for a minimum of four (4) hours; or,
125. b. When at least two 7328 Operating Engineers, Universal are assigned on any job and are not under the direction of a crew supervisor on site.
126. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay
5. ACTING ASSIGNMENT PAY
127. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the eleventh (11<sup>th</sup>) consecutive work day of such an assignment, after which acting assignment shall be retroactive to the first (1st) day of the assignment.
128. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
6. SUPERVISORY DIFFERENTIAL ADJUSTMENT
129. a. The Appointing Officer is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
130. b. 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.
131. c. 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.
132. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.



141. e. The salary grade of the supervisor is less than one full step (approximately 5%) over salary grade, exclusive of extra pay, of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.
142. f. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.
143. g. If the application of this Section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under the above paragraph are also met.
133. h. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
134. i. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.
135. j. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%)
136. k. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
137. l. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content of subordinate work and possesses education and/or experience appropriate to the technical assignment.

## 7. UNDERWATER DIVING PAY

Memorandum of Understanding/July 1, 2001 - June 30, 2003

City and County of San Francisco

Operating Engineers, Local 3

138. Represented employees shall be paid \$10.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving.

8. MTA PERFORMANCE/ATTENDANCE INCENTIVE PAY

139. Consistent with Charter Section 8A100, the Municipal Transit Authority (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals and shall be compensated as set forth in Appendix B.

III.E. OVERTIME - COMPENSATION

140. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

141. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.

142. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.

143. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half.

144. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.

145. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.

III.F. HOLIDAYS AND HOLIDAY PAY

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

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

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

148. In addition, included shall be 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.

149. 1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

150. 2. HOLIDAYS THAT FALL ON A SATURDAY

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.

151. 3. **IN-LIEU HOLIDAYS**
- 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.
152. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
153. A holiday can be carried over into the next fiscal year with the approval of the appointing officer. If an appointing officer fails to schedule an in-lieu holiday as provided in Section 2 herein, the holiday credit shall be carried over to the next fiscal year.
154. 4. **HOLIDAY COMPENSATION FOR TIME WORKED**
- Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.
155. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.
156. 5. **HOLIDAY PAY FOR EMPLOYEES LAID OFF**
- An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.
157. 6. **EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

158. 7. **PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

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

159. 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.

160. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

161. 8. **FLOATING HOLIDAYS**

Five floating days off in each fiscal year may be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. 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, 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 except with the approval of the Appointing Authority. No compensation of any kind shall be earned or granted for floating days off not taken off.

**III.G. TIME OFF FOR VOTING**

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

**III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

163. 1. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS**

An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

- 164. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
- 165. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly salary grade and shall not be above the maximum of the salary range of the promotive class.
- 166. c. If the appointment deemed promotive described in above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive.
- 167. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.

168. 2. **NON-PROMOTIVE APPOINTMENT**

An employee or officer who is a permanent appointee following completion of the probationary period or six months of service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

169. 3. **REAPPOINTMENT WITHIN SIX MONTHS**

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

4. COMPENSATION ADJUSTMENTS

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

171. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

172. b. Reemployment in a Formerly Held Class - An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.I. METHODS OF CALCULATION

173. 1. BI-WEEKLY

An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

174. 2. 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.

III.J. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

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

176. 2. The payment of sick leave pursuant to Rules of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
177. 3. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

### III.K. SICK LEAVE WITH PAY LIMITATION

178. 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 amount the employee would have earned for a regular work schedule. 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.

### III.L. WORKERS COMPENSATION

179. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.

### III.M. HEALTH AND WELFARE

180. 1. EMPLOYEE HEALTH CARE
- The City agrees to continue to contribute the applicable rate per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the Charter.
181. 2. DEPENDENT HEALTH CARE
- The City shall contribute up to \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.
182. 3. DENTAL COVERAGE



Each employee covered by this agreement shall be eligible to participate in the City's dental program.

183. 4. SINGLE EMPLOYEES

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

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

185. 5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

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

III.N. RETIREMENT PICK-UP

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

187. The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

188. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

Retirement Seminar Release Time

189. 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.

190. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
191. All such seminars must be located within the Bay Area.
192. This section shall not be subject to the grievance procedure.

### III.O. FAIR LABOR STANDARDS ACT

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

### III.P. PRE-TAX CAFETERIA 125 PLANS

195. The City agrees to maintain the provisions and coverages of the Pre-Tax Cafeteria Plan.

### III.Q. PILOT WELLNESS INCENTIVE PROGRAM

196. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
197. Effective July 1, 2002, any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.
198. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.
199. Example of Calculation
- Employee A retires with 20 years of service.
- Employee A has a sick leave balance of 500 hours.
- Employee A has a base salary rate of \$25.00 per hour at the time of separation.
- Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
- 50% x 500 hours = 250 hours.

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

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

III.R. VOLUNTEER/PARENTAL RELEASE TIME

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

III.S. VESTED LEAVE CASHOUTS

- 204. Cashouts of vested sick leave upon separation are made pursuant to Charter Section A8.363.
- 205. Cashouts of vested vacation leave upon separation are made pursuant to Administrative Code 16.13.

## **ARTICLE IV - HEALTH, SAFETY AND TRAINING**

### **IV.A. EQUIPMENT FAMILIARIZATION**

206. The signatory departments agree that departmental training familiarizing unit employees on new or dissimilar replacement equipment operated by 7328 Operating Engineer, Universal, is in the interests of efficient and effective delivery of municipal services, and further agree to implement such training familiarization in a reasonable, equitable and non-arbitrary manner within the first year of receipt of equipment.

### **IV.B. HEALTH AND SAFETY**

207. The City acknowledges its responsibility to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions. Employee concerns regarding safety should be brought to the attention of his/her immediate supervisor for appropriate corrective action. For any excavation, the City shall make every effort to have the location of all underground lines (utilities) marked before digging. On any emergency excavation, priority calls shall be made to all utilities prior to digging. No employee covered under this Agreement shall suffer any adverse action for bringing forth safety concerns to his/her immediate supervisor.

### **IV.C CLASS 7328: EQUIPMENT OPERATION**

208. Operation of such equipment as was enumerated under Class 7328 in the 1994-95 Salary Standardization Ordinance (is incorporated herein by reference) shall be performed by members of the bargaining unit. No part of the above shall be construed in any manner which interferes with the transport of vehicles, the movement of vehicles by mechanics, equipment managers or other appropriate personnel for the purposes of transport, repair, inspection, response to emergencies or other unusual circumstances as defined herein. The parties agree to meet regarding the establishment of exceptions. Should jurisdictional disputes arise, the parties agree to meet with all affected parties for the purpose of resolution. Nothing in this section shall conflict with charter provisions or Civil Service Commissions rules.

## **ARTICLE V - WORKING CONDITIONS**

### **V.A. SAFETY EQUIPMENT**

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

### **V.B. PROTECTIVE CLOTHING**

210. The City will provide coveralls, foul weather gear, and hazardous materials protection gear for non-supervisory classes which operate equipment, as needed.

V.C. PROTECTIVE CLOTHING (Classification 9331 Piledriver Engine Operator)

211. The City agrees to provide coveralls, foul weather gear, protective leather gloves, goggles, safety glasses, hardhats, earplugs and work vests, for employees in the classification of 9331 Piledriver Engine Operator.

## **ARTICLE VI - SCOPE**

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

### **VI.A. SAVINGS CLAUSE**

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

### **VI.B. ZIPPER CLAUSE**

214. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

### **CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

215. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules.

### **VI.C. DURATION OF AGREEMENT**

216. This Agreement shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003, with no reopeners.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR THE CITY

FOR THE

\_\_\_\_\_  
Andrea R. Gourdine                      Date  
Human Resources Director

\_\_\_\_\_  
Ed Lieberman                      Date  
Business

\_\_\_\_\_  
Geoff Rothman                      Date  
Director, Employee Relations Division

Approved as to Form:  
Louise Renne, City Attorney

\_\_\_\_\_  
Linda Ross, Chief Labor Attorney      Date

## **APPENDIX A: PAST PRACTICE ENUMERATIONS**

The parties agree to amend the Collective Bargaining Agreement (“CBA”) by appending the following list of past practices thereto pursuant to Section VI.C. of the CBA.

### **Attendance**

All departments will continue their current sick leave call-in requirement to call in sick during specific periods with a specific excuse.

### **Meal and Break Periods**

The unpaid meal period shall be thirty (30) minutes. If a represented employee does not receive this thirty (30) minute meal period, he/she may be relieved at the end of eight (8) hours. If the employee’s work day is not shortened (ie: if he/she works eight and one-half (8½) hours), he/she shall be compensated under the CBA for one-half (½) hour at time-and-a half (ie: paid for 45 minutes).

Two 10 (ten) minute breaks shall continue to be provided for each full-time shift.

### **Requests for Paid Time Off**

Each Department will maintain their current requirement of represented employees to request paid time off either three (3) or five (5) days in advance of the date of requested paid time off (ie: vacation, floating holidays, and in-lieu days) as currently established in each City department. If the notice is timely and operational staffing requirements are covered, the employee will be granted the requested paid time off. Paid time off will be granted according to seniority.

### **License Renewal and Medical Examinations**

Covered employees will be given paid time off for license renewals and medical examinations that are required as a condition of employment.

### **Parking**

Assigned parking will be provided at work locations where it is currently provided as available. In addition, SFGH parking agreement is included as attached.



### **Employee Facilities**

Lockers and a locker changing rooms will continue to be made available at work locations where they are currently provided.

### **Clean-up**

Each covered employee shall be provided with the appropriate amount of time to cleanup after contact with poison ivy and any other hazardous materials.

### **Safety Equipment**

Safety equipment will continue to be provided free of cost to the covered employee.

### **Tools**

The City will continue to provide all required tools.

## **APPENDIX B: 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**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
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**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
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.

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**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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
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)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
<b>TROLLEY COACH</b>	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “
<b>RAIL</b>	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
PCC	“ “
<b>RAIL</b>	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
<b>CABLE CAR</b>	“ “

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

<b>MOTOR COACH</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
<b>TROLLEY COACH</b>	
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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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.

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
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	%	%	%	%

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**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)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97%
Woods	97%
Kirkland	97%

  

<b>TROLLEY COACH</b>	
Potrero	97%
Presidio	97%

  

<b>RAIL</b>	
Green	97%
Cable Car	97%

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

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%

  

<b>TROLLEY COACH</b>	
Potrero	97.5%
Presidio	97.5%

  

<b>RAIL</b>	
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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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.

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
<b>Fiscal Years</b>			
July 1, 2001 – June 30, 2002		<b>Overall Goal</b>	<b>Quarter Goals</b>
		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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	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

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

<b>Class Code</b>	<b>Classification Title</b>
	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
	<b>Municipal Executives Association</b>
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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	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.

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**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.

<b>FULL-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
240 hours or more sick leave balance	40 hours	3 days
<b>PART-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
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.

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## **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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	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

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

<b>Class Code</b>	<b>Classification Title</b>
	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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	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

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

<b>Class Code</b>	<b>Classification Title</b>
	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

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**Attachment A**

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

**Operating Engineers, Local 3**

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	7110 MOBILE EQUIPMENT ASS'T SUPERVISOR	✓	06530	\$2,209	\$2,319	\$2,435	\$2,557	\$2,685
	7210 MOBILE EQUIPMENT SUPERVISOR	✓	06630	\$2,319	\$2,435	\$2,557	\$2,685	\$2,819
	7221 ASPHALT PLANT SUPERVISOR I	✓	06560	\$2,242	\$2,354	\$2,472	\$2,598	\$2,726
	7328 OPERATING ENGINEER, UNIVERSAL	✓	06430	\$2,104	\$2,209	\$2,319	\$2,435	\$2,557
	7370 RIGGER	✓	05910	\$1,634	\$1,714	\$1,800	\$1,890	\$1,985
	7424 DRYER MIXER OPERATOR	✓	06130	\$1,818	\$1,909	\$2,004	\$2,104	\$2,209
	9331 PILEDRIVER ENGINE OPERATOR	✓	06480	\$2,135	\$2,242	\$2,354	\$2,472	\$2,596
	9360 CONSTRUCTION & MAINT SUPV II, PORT	✓	06770	\$2,483	\$2,607	\$2,737	\$2,874	\$3,018
	1/5/02	7110 MOBILE EQUIPMENT ASS'T SUPERVISOR	✓	06570	\$2,252	\$2,365	\$2,483	\$2,607
7210 MOBILE EQUIPMENT SUPERVISOR		✓	06670	\$2,365	\$2,483	\$2,607	\$2,737	\$2,874
7221 ASPHALT PLANT SUPERVISOR I		✓	06600	\$2,287	\$2,401	\$2,521	\$2,647	\$2,779
7328 OPERATING ENGINEER, UNIVERSAL		✓	06470	\$2,145	\$2,252	\$2,365	\$2,483	\$2,607
7370 RIGGER		✓	05950	\$1,666	\$1,748	\$1,835	\$1,927	\$2,023
7424 DRYER MIXER OPERATOR		✓	06170	\$1,853	\$1,946	\$2,043	\$2,145	\$2,252
9331 PILEDRIVER ENGINE OPERATOR		✓	06500	\$2,178	\$2,287	\$2,401	\$2,521	\$2,647
9360 CONSTRUCTION & MAINT SUPV II, PORT		✓	06810	\$2,533	\$2,660	\$2,793	\$2,933	\$3,080
7/1/02		7110 MOBILE EQUIPMENT ASS'T SUPERVISOR	✓	06620	\$2,309	\$2,424	\$2,545	\$2,672
	7210 MOBILE EQUIPMENT SUPERVISOR	✓	06720	\$2,424	\$2,545	\$2,672	\$2,806	\$2,946
	7221 ASPHALT PLANT SUPERVISOR I	✓	06650	\$2,342	\$2,459	\$2,582	\$2,711	\$2,847
	7328 OPERATING ENGINEER, UNIVERSAL	✓	06520	\$2,199	\$2,309	\$2,424	\$2,545	\$2,672
	7370 RIGGER	✓	06000	\$1,706	\$1,791	\$1,881	\$1,975	\$2,074
	7424 DRYER MIXER OPERATOR	✓	06220	\$1,899	\$1,994	\$2,094	\$2,199	\$2,309
	9331 PILEDRIVER ENGINE OPERATOR	✓	06550	\$2,230	\$2,342	\$2,459	\$2,582	\$2,711
	9360 CONSTRUCTION & MAINT SUPV II, PORT	✓	06860	\$2,596	\$2,726	\$2,862	\$3,005	\$3,155
	1/4/03	7110 MOBILE EQUIPMENT ASS'T SUPERVISOR	✓	06670	\$2,365	\$2,483	\$2,607	\$2,737
7210 MOBILE EQUIPMENT SUPERVISOR		✓	06770	\$2,483	\$2,607	\$2,737	\$2,874	\$3,018
7221 ASPHALT PLANT SUPERVISOR I		✓	06700	\$2,401	\$2,521	\$2,647	\$2,779	\$2,918
7328 OPERATING ENGINEER, UNIVERSAL		✓	06570	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
7370 RIGGER		✓	06050	\$1,748	\$1,835	\$1,927	\$2,023	\$2,124
7424 DRYER MIXER OPERATOR		✓	06270	\$1,946	\$2,043	\$2,145	\$2,252	\$2,365
9331 PILEDRIVER ENGINE OPERATOR		✓	06800	\$2,287	\$2,401	\$2,521	\$2,647	\$2,779
9360 CONSTRUCTION & MAINT SUPV II, PORT		✓	06910	\$2,660	\$2,793	\$2,933	\$3,080	\$3,234

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