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IDnum 70 **Language** English **Country** United States **State** CA

Union Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders

Local Local union #34

Occupations Represented
Construction equipment operators
Carpenters

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
PILE DRIVERS, DIVERS, CARPENTERS, BRIDGE,
WHARF AND DOCK BUILDERS
LOCAL UNION NO. 34
JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "agreement") is entered into by the City and County of San Francisco (hereinafter "City") Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Local Union, No. 34, (hereinafter "Union").

I.A. RECOGNITION

2. 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 classifications:

9332 Piledriver Supervisor I
9330 Pileworker

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

I.B. INTENT

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

6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this agreement within their respective roles and responsibilities.
7. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.
8. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission. All disciplinary measures for permanent, non-probationary employees, including but not limited to reprimands, oral or written, and suspensions not in excess of 30 days, noncumulative, shall not be subject to grievance or arbitration. The sole and exclusive appeal procedure for such disciplinary measures of 30 days or less shall be to the appointing officer.

I.D. MANAGEMENT RIGHTS

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

I.E. NO STRIKE PROVISION

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

I.F. UNION SECURITY

1. Authorization for Deductions
12. 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.
2. Dues Deductions
13. 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.G. AGENCY SHOP

1. Application
14. 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.

2. Implementation

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

a. Election

16. 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

b. 2/3 Membership

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

c. New Employees

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

3. Service Fee

19. 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.

4. Financial Reporting

20. 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.

5. Religious Exemption

21. Any employee of the City in a classification described in the above-referenced Application section, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of 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.

6. Payroll Deduction

22. 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 the above-referenced Implementation section 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 the above-referenced Application section, 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.

7. Employee Lists

23. a. The City shall also provide with 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.

24. b. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

8. Indemnification

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

damage arising from the operation of this section.

I.H. GRIEVANCE PROCEDURE

26. 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.
27. 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.

A grievance does not include the following:
 28. a. 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.
 29. b. Written reprimands, provided, however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.
3. Time Limits
30. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
4. Steps of the Procedure - Non Discipline
31. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
32. (1) A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed, it may submit the matter to the Step it believes is appropriate for consideration of the

dispute.

33. (2) The grievant may have a Union representative present at all steps of the grievance procedure.
34. 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 thirty (30) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
35. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
36. c. Step 2:
A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within ten (10) days of receipt of the Step 1 answer. The intermediate supervisor may convene a meeting or respond in writing within twenty (20) days of receipt of the grievance. If a meeting is held, the intermediate supervisor shall respond in writing within twenty (20) days of the meeting.
37. d. Step 3:
A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the meeting or receipt of the grievance, whichever is later.
38. 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 twenty (20) days of receipt of the Step 3 answer. The Director may

convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

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

5. Selection of the Arbitrator

40. a. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within five (5) working days, or any extension of time mutually agreed upon, the parties shall request that the American Arbitration Association (AAA) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name which remains shall be the arbitrator designated to hear the particular matter.

41. b. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including the expedited appointment of an arbitrator from a list provided by the AAA.

6. Disciplinary Grievances

42. Permanent non-probationary employees may grieve (appeal) suspensions, disciplinary demotions or discharges.

43. a. Step 1:
The grievant and/or the Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice imposing discipline. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) days following receipt of the appeal.

44. b. Step 2:
The Union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days. The Director may convene a grievance meeting within twenty (20) days with the grievant and the grievant's union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or if none

is held within twenty (20) days of receipt of the appeal.

45. c. If the decision of the Director of Employee Relations is unsatisfactory, only the Union may file a written appeal to arbitration with the Employee Relations Division no later than fifteen (15) days following issuance of the final City decision.
- d. Selection of the Arbitrator:
46. Selection of an arbitrator shall be as in Section 5 above.
7. Authority of the Arbitrator
47. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.
8. Fees and Expenses of Arbitration
48. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorneys' fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript, provided, however, that the party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at their usual rate of pay for any time spent traveling to or from, and attending the arbitration hearing.
9. Hearing Dates and Date of Award
49. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
50. 10. Any claim for monetary relief shall not extend more than thirty (30) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
51. 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.

- 52. 12. "Skelly Rights" - A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:
 - 53. a. A notice of the proposed action; and
 - 54. b. The reasons for the proposed discipline; and
 - 55. c. A copy of the charges and the materials upon which the action is based; and
 - 56. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

I.I. APPRENTICESHIP PROGRAM

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

9330 Pile Worker

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

61. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated because of race, color, creed, religion, sex, sexual orientation, gender identification, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The City shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.

II.B. AMERICANS WITH DISABILITIES ACT

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

II.C. PROBATIONARY PERIOD

63. All permanent appointees shall serve a minimum of a six month probationary period, as defined and administered by the Civil Service Commission.
64. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.
65. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service.

II.D. PERSONNEL FILES

66. 1. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior

action. Performance evaluations are excluded from this provision.

67. 2. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.

II.E. PRIVACY

68. Employees shall have no expectation of privacy with regard to City property, including but not limited to desks, computers, voicemail, communication devices and vehicles. In addition, lockers may be subject to inspection by the City in the presence of the employee upon immediate request.

II.F. SUBCONTRACTING

69. Subcontracting of Work (City Charter Section 10.104)

1. "Prop J." Contracts

70. 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.
71. 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.
72. 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,
73. (1) possible alternatives to contracting or subcontracting;
74. (2) questions regarding current and intended levels of service;

- 75. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
- 76. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- 77. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
- 78. 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

- 79. 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.
- 80. 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.
- 81. 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

82. 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%

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

84. Wage rates are set forth in Attachment A.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

86. a. Unless otherwise provided herein, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

87. 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.

88. There shall be two break periods, each shift 15 minutes, one approximately two hours after the start of the shift and the other approximately two hours before the end of the shift.

89. 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. It is the intent of the City that the work year shall continue to be 2080 hours (2088 in leap years) and that overtime shall be earned on a daily and weekly basis provided, however, the union and the affected department may mutually agree on cost equivalent alternative scheduling practices. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.
90. 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:
91. (1) The 20-20 Educational Program.
92. (2) Specially funded training programs approved by the Department of Human Resources.
93. (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.
94. (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.

95. (5) Voluntary Time off Program
The mandatory furlough provisions of CSC Rule 120.28.3 shall not apply to covered employees.
- (a) General Provisions:
96. 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.
97. 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
98. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.
99. 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.
- (c) Duration and Revocation of Voluntary Unpaid Time Off
100. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

2. PART-TIME WORK SCHEDULE

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

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. NORMAL WORK SCHEDULES

102. 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 schedule

2. PART-TIME WORK SCHEDULES

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

III.E. ADDITIONAL COMPENSATION

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

1. CALL BACK

105. 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 their work day and departure from their place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate 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.

2. UNDERWATER DIVING PAY

106. Represented employees shall be paid \$11.00 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. Effective July 1, 2002, the premium shall be \$12.00 per hour more than the base hourly rate.

107. The City shall provide all diving gear deemed necessary to the performance of this job assignment.

3. SUPERVISORY DIFFERENTIAL ADJUSTMENT

108. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

109. 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.

110. 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.

111. 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.

112. The salary grade of the supervisor is less than one full step (approximately 5%) over the 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.

113. 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.

114. 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.

115. The decision of the Department of Human Resources as to whether the salary grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.

116. 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.
117. 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.
118. 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%)
119. 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.
120. 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.

4. ACTING ASSIGNMENT PAY

121. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized, budgeted position shall be entitled to acting assignment pay, no earlier than the eleventh (11th) work day of such an assignment, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
122. If the conditions in the preceding paragraph are met, an employee shall be authorized to receive an increase to a step in an established salary grade 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. Where the above requirements are satisfied but an employee does not receive acting assignment pay, the employee must file a grievance within thirty days of written notice of the assignment. Premiums based on percent of salary shall be paid at a rate that includes the acting assignment pay.

5. NIGHT DUTY

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

6. LEAD PAY

125. Employees who are designated by their supervisor or foreman as a lead worker shall be entitled to a \$9.00 per day premium when required to take the lead on any job when at least two (2) other employees in the same classification are assigned and a supervisor is not present. Effective July 1, 2002, the rate shall be \$10 per day.
126. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

III.F. OVERTIME COMPENSATION

127. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week.
128. Overtime shall be defined as time worked in excess of eight (8) hours in a day or forty (40) hours in a normal work week, and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. 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.
129. Employees 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.

130. 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.
131. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
132. 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, pursuant to the provisions herein.
133. 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.
134. 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.

RECORDATION OF OVERTIME

135. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
136. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
137. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded

on the regular timerolls.

III.G. HOLIDAYS AND HOLIDAY PAY

138. 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 (Presidents' 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 (Veterans' Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

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

140. 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.

1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

2. HOLIDAYS THAT FALL ON A SATURDAY

142. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a

holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

3. HOLIDAY COMPENSATION FOR TIME WORKED

143. 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 pursuant to the provisions herein.

144. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

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

145. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

146. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

5. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

150. 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.

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

8. FLOATING HOLIDAYS

152. Five floating holidays off in each fiscal year may be taken on days selected by the employee subject to the approval of the appointing officer (if conferred in agreement and for unrepresented employees) 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.H. TIME OFF FOR VOTING

153. 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.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS

154. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
2. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS**
155. An employee or officer who has completed the probationary period or six months of service, and who is appointed to a position in a higher classification 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:
156. The employee shall receive a salary grade 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.
157. For purpose of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.
3. **NON-PROMOTIVE APPOINTMENT**
158. An employee 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.
4. **APPOINTMENT ABOVE ENTRANCE RATE**

159. Subject to the Controller's certification of available funds and procedures to be established by DHR, an Appointing Officer may make appointments at any step in the salary grade under any of the following conditions:
160. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the appointee's former classification; or
161. b. Loss of compensation would result if the appointee accepts a position at the normal step; or
162. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and
163. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants an appointment above the entrance rate.

5. EXEMPT APPOINTIVE POSITION

164. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary grade, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

6. REAPPOINTMENT WITHIN SIX MONTHS

165. 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.

7. COMPENSATION ADJUSTMENTS

166. 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.

167. 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.
168. b. **Salary Increase in Next Lower Rank**
When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through this agreement a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.
169. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a salary grade higher than the protected salary of the employee.
170. c. **Flat Rate Converted to Salary Range**
An employee serving in a class in the prior fiscal year at a flat rate which is changed to a salary grade number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.
171. d. **Continuation of Salary Step Plan Earned Under Temporary Appointment**
When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year,

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

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

8. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

174. a. Transfer
An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
175. b. Re-employment in Same Class Following Layoff
An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
- c. Re-employment in an Intermediate Class
An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted

and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

176. d. **Re-employment 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.J. METHODS OF CALCULATION

1. **BI-WEEKLY**
177. 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.
2. **PER DIEM OR HOURLY**
178. 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.
3. **CONVERSION RATES TO BI-WEEKLY RATES**
179. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.K. SENIORITY INCREMENTS

1. **ENTRY AT THE FIRST STEP**

180. Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
2. ENTRY AT OTHER THAN THE FIRST STEP
181. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
182. An employee appointed to a position in a classification, the compensation for which was fixed in the prior fiscal year pursuant to Section A8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this agreement based upon the employee's service in said classification.
3. DATE INCREMENT DUE
183. Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.
4. EXCEPTIONS
184. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
185. b. When records of service required for advancement in the step increments within a salary grade are established and maintained by electronic data processing, then the following shall apply:
186. (1) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of

the salary grade plan, unless otherwise specifically provided for in this agreement. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

187. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
188. (3) Advancement through the increment steps of salary grade shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class, provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
189. (a) An employee who during that portion of his/her anniversary year prior to January 1, of that year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during that calendar year.
190. (b) An employee who during that portion of his/her anniversary year prior to January 1, of that year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service prior to January 1, of that year.
191. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

III.L. STATE DISABILITY INSURANCE ENABLER

192. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance, the cost of which coverage is to be borne by the individual employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.M. SICK LEAVE WITH PAY LIMITATION

193. 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.
194. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular salary the employee would have received for the normal work schedule excluding overtime.

III.N. WORKERS COMPENSATION

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

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

198. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
199. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

Return to Work

200. The City will make a good faith effort to return employees who have sustained an occupational injury or where the employee is temporarily unable to perform specified aspects of his or her regular job duties, to temporary modified duty within the employee's medical restrictions as defined by the treating doctor. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in another department. The employee will receive the base wage rate of their regular class during the temporary assignment but not including additional compensation (premiums), out of class pay, or acting assignment pay as listed in this Agreement. Modified duty assignments may not exceed three (3) months, unless the Appointing Officer, after consulting with the employee's health care provider, extends the assignment for an additional period of time. Such extensions shall be subject to reevaluation by the Appointing Officer on a monthly basis. The total modified-duty assignment, including any extensions, shall not exceed six (6) months. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration.
201. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

III.O. HEALTH AND WELFARE

1. EMPLOYEE HEALTH COVERAGE

202. The City shall maintain the level of health insurance and dental benefits for as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage and, as appropriate for dependent coverage.

2. DEPENDENT HEALTH CARE PICK-UP

203. The City's contribution for dependent health care coverage shall be a total of up to \$225 per covered employee per month. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.

3. DENTAL COVERAGE

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

4. SINGLE EMPLOYEES

205. 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.

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

5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

207. 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.P. RETIREMENT CONTRIBUTION

208. 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.
209. The City shall pick up the full amount of the employees' contribution to retirement.
210. 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.

Retirement Seminar Release Time

211. 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.
212. 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.
213. All such seminars must be located within the Bay Area.
214. This section shall not be subject to the grievance procedure.

III.Q. FEDERAL MINIMUM WAGE

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

III.R. FAIR LABOR STANDARDS ACT

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

III.S. PILOT WELLNESS INCENTIVE PROGRAM

218. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
219. 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.
220. 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.

221. 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

222. 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.
223. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.T. VOLUNTEER/PARENTAL RELEASE TIME

224. 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).

225. 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.U. PARKING

226. As long as the Maintenance Division is located at Pier 50, Pile Drivers will have access to parking at either Pier 50 or Pier 90. To the extent parking is made available at other job sites, Pile Drivers will have access to such parking. When parking is not available at other job sites, the Port will provide transportation for Pile Drivers from either Pier 50 or Pier 90 to the job site.

ARTICLE IV - WORKING CONDITIONS

IV.A. CHANGING FACILITY

227. The City shall provide facilities for employees to change clothing. Facilities shall be equipped with locking storage for employee's personal belongings and with equipment or space for drying clothing. Such facilities shall not be used for the storage of tools or flammables. Employees may not store personal belongings and food on the piledriving rig.

IV.B. WORK CLOTHING

228. During each fiscal year covered by this Agreement, the City agrees to provide four (4) pairs of Carhart style pants or bibs with carpenter's pouch - employee's choice - and five (5) long-sleeve shirts for each employee in classifications 9332 Piledriver Supervisor I and 9330 Pile Worker by September 30 of each year of this agreement.
229. In the event any of the work clothing is lost or otherwise becomes unavailable due to the employee's fault, the employee agrees to pay for the replacement cost.
230. The Union and management agree that employees shall wear the provided work clothing during the working day. Employees shall wear provided work clothing (carhart and shirt) that is in good condition (not torn, loose-fitting or that in the opinion of their supervisor otherwise presents a potentially unsafe working condition). Employees shall be required to keep at least one extra set of the provided work clothing at work to allow for a change of working clothing should it become necessary.

IV.C. FOUL WEATHER GEAR

231. Classifications 9332 Piledriver Supervisor I and 9330 Pileworker shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of hat, coat, pants and boots.

IV.D. SAFETY EQUIPMENT

232. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.
233. The City agrees to provide leather gloves to employees in classifications 9332

Piledriver Supervisor I and 9330 Pileworker. Local 34 and represented employees agree that the provided gloves shall be worn whenever directed by Port management or as directed by Port and/or industrial safety policies, guidelines and practices.

234. The City agrees to provide goggles, hard hats, earplugs and work vests for employees in classifications 9332 Piledriver Supervisor I and 9330 Pileworker. Local 34 and represented employees agree that the provided equipment shall be utilized whenever directed by Port management or as directed by Port and/or industrial safety policies, guidelines and practices.

IV.E. TOOL INSURANCE

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

243. c. The statement must be submitted to the parties set forth in subsection (a) above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
244. d. In case of damage due to fire, the requirements of sub-sections a, b & c above shall be followed with the exception that verified reports need not be filed with the police.
245. e. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00).
246. f. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee or his appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to the appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

IV.F. MEDICAL EXAM

247. When a represented Pileworker is exposed to conditions hazardous to his or her health, and including when required by State law, the employee may request and be entitled to a medical examination at City expense.
248. a. Represented employees may voluntarily request and shall be entitled to a medical examination by a City designated physician, provided, however, that in no instance will more than one (1) medical examination be given in any twelve (12) month period. Medical examinations will be considered time worked. Medical information shall be kept confidential and shall be used only to the extent necessary to maintain an effective Injury and Illness Prevention Program.
249. b. Represented employees assigned to engage in diving will have a physical exam once per year by a City designated physician at the

City's expense. Said exams will conform to existing Cal-OSHA standards for diving.

250. c. Represented employees will be given annual audiometric examinations at the City's expense to monitor the effectiveness of the Port's Hearing Conservation Program.

IV.G. CREW SIZE

251. To promote safe working conditions, when either of the pile driving water rigs currently in service (October 1998) are driving or pulling pile, the rig shall include one (1) 9332 Piledriver Supervisor I and five (5) 9330 Pile Workers.

IV.H. CLEAN UP TIME

252. Adequate clean-up time is provided on an as-needed basis.

ARTICLE V - SCOPE

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

V.A. SAVINGS CLAUSE

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

V.B. ZIPPER CLAUSE

255. 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.

PAST PRACTICE

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

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

257. 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. No later than January 1, 2002, except that this date may be extended for up to an additional three months if requested by either party, such Civil Service Rules and

Administrative Code provisions shall be appended to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

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

V.C. TERMS OF AGREEMENT

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

Attachment A

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

Pile Drivers, Local 34

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	9330 PILE WORKER	✓	06390	\$2,063	\$2,166	\$2,274	\$2,388	\$2,507
	9332 PILEDRIVER SUPERVISOR I	✓	06620	\$2,309	\$2,424	\$2,545	\$2,672	\$2,806
1/5/02	9330 PILE WORKER	✓	06430	\$2,104	\$2,209	\$2,319	\$2,435	\$2,557
	9332 PILEDRIVER SUPERVISOR I	✓	06660	\$2,354	\$2,472	\$2,596	\$2,726	\$2,862
7/1/02	9330 PILE WORKER	✓	06480	\$2,156	\$2,264	\$2,377	\$2,496	\$2,621
	9332 PILEDRIVER SUPERVISOR I	✓	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933
1/4/03	9330 PILE WORKER	✓	06530	\$2,209	\$2,319	\$2,435	\$2,557	\$2,685
	9332 PILEDRIVER SUPERVISOR I	✓	06760	\$2,472	\$2,596	\$2,726	\$2,862	\$3,005

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Pile Drivers, Local 34

5/15/01