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Agreement between the United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the U.S. and Canada, Local 38, AFL-CIO and the City and County of San Francisco, 2001-2003

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Union Plumbing & Pipefitting (United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the U.S. and Canada) AFL-CIO

Local Local 38

Occupations Represented
Pipelayers, plumbers, pipefitters, and steamfitters

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

**UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY,
LOCAL NO. 38**

JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I - REPRESENTATION

1 This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the City and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38 (hereinafter "Union").

I.A. RECOGNITION

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

<u>CLASS</u>	<u>TITLE</u>	<u>UNIT</u>
1466	Meter Reader	1-BB
6242	Plumbing Inspector	1-BB
6244	Chief Plumbing Inspector	1-BB
6246	Senior Plumbing Inspector	1-BB
7134	Water Construction & Maintenance Superintendent	1-DD
7136	Water Shops & Equipment Superintendent	1-DD
7204	Chief Water Service Inspector	1-BB
7213	Plumber Supervisor I	1-BB
7239	Plumber Supervisor II	1-BB
7240	Water Meter Shop Supervisor I	1-BB
7248	Steamfitter Supervisor II	1-BB
7250	Utility Plumber Supervisor I	1-BB
7284	Utility Plumber Supervisor II	1-BB
7316	Water Service Inspector	1-BB
7317	Senior Water Service Inspector	1-BB
7347	Plumber	1-BB
7348	Steamfitter	1-BB
7349	Steamfitter Assistant Supervisor	1-BB
7353	Water Meter Repairer	1-BB
7360	Pipe Welder	1-BB
7388	Utility Plumber	1-BB
7449	Sewer Service Worker	1-CC
7463	Utility Plumber Apprentice	1-BB

The provisions of this Agreement shall be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

I.B. INTENT

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

I.C. NO STRIKE PROVISION

4 It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and represented employees will not engage in any work stoppage as defined in Charter Section 8.346.

I.D. OBJECTIVE OF THE CITY

5 It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

6 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.

7 Employees who work at less than acceptable levels of performance may be subject to disciplinary measures.

I.E. MANAGEMENT RIGHTS

8 The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the jurisdiction of the City. Nothing herein is intended to abridge the meet and confer obligations of the City pursuant to the Meyer-Milias-Brown Act.

I.F. EMPLOYEE REPRESENTATIVES

9 The Business Representatives of the Union shall have reasonable access to the job site during working hours for the purpose of conferring with members of the Union regarding the manner in which compliance with the terms of the Agreement are being met. The Union agrees that such contact will in no way interfere with the work of the Department.

I.G. SHOP STEWARDS

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

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

12 If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present an informal grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

13 In emergency situations, where immediate disciplinary action must be taken because of violation of law or a City or departmental rule (intoxication, theft, etc.) the shop steward shall, if possible, be granted immediate permission to leave her/his post of duty to assist in the grievance procedure as authorized by the Union.

14. Shop stewards shall not interfere with the work of any employee.

I.H. GRIEVANCE PROCEDURE

15 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.

16 1. Definition - 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 and arbitration as set forth in this Agreement pursuant to
Charter Section A8.409 et seq.

17 A grievance does not include the following:

18 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.

19 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 fifteen (15)
calendar days from the date of the reprimand.

20 2. 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.

21 3. Steps of the Procedure

a. Except for grievances involving multiple employees or discipline, all
grievances must be initiated at Step 1 of the grievance procedure.

22 (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.

- 23 (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.
- 24 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.
- 25 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.
- 26 The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
- 27 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.
- 28 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.

- 29 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.
- 30 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.

4. Selection of the Arbitrator

31 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.

32 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 Service.

33 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.

34 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.

5. Discipline/Discharge Grievances

Steps of the Procedure (Disciplinary Grievances)

- 35 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.

36 b. 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:

37 (1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.

38 (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.

39 (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 employee's statements. The employee's representative shall receive a copy of this decision.

40 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.

41 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.

42 c. Selection of the Arbitrator - Disciplinary/Discharge Grievances - Disciplinary or discharge grievances will be heard by an arbitrator selected in accordance with the procedure in Section I.H.4.

43 6. Claims - 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 justify a greater entitlement.

44 7. Dismissal - 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.I. DUES DEDUCTION

45 The Union may exercise the privilege of dues deductions and voluntary political action committee deductions and shall pay the reasonable costs of this service. The Controller of the City and County of San Francisco shall establish the costs and the procedures for initiating and maintaining this service. Membership dues shall be administered through payroll deduction upon proper authorization from the affected employee.

I.J. AGENCY SHOP

46 1. Application

Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Units 1-BB, 1-CC, and 1-DD when on paid status.

47 2. Agency Shop Fee

All current and future employees of the City as described in the Application Section hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed service fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

48 3. Religious Exemptions
Any employee of the City in a classification described in the Application Section hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall,

upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee, if such employee shall make a qualified charitable contribution at the time and manner herein prescribed:

- 49 a. The Qualified Charitable Contribution shall be the payment of a sum equal to the initiation fee, agency fee and general assessments and shall be paid in the amounts and at the times said fees and/or assessments would otherwise be due and payable if the employee were not exempt under this paragraph.
- 50 b. The Qualified Charitable Contribution shall be paid to any qualified charity so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
- 51 c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition to continued employment. The employee shall supply the City and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.
- 52 d. Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of Qualified Charitable Contributions shall, at the request of the Union or affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The employee and Union shall each bear one-half of the cost of said arbitration, including: the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the same proceedings shall be paid by the party requesting same.

53 4. Management, Confidential and Supervisory Designations

The provisions herein shall not apply to employees in management or supervisory classifications or to individual employees of the City who are represented by the Union and who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

54 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 working days notice of any such proposed designation. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the ordinance.

55 The City agrees to discuss with the Union the designation of represented employees who have been previously designated as management, confidential, or supervisory. The City will provide available information on positions so previously designated. Following such discussion, if it is determined that the Union was not properly notified in the past of such designations, any disputes regarding such designations will be submitted to an Administrative Law Judge in accordance with the Employee Relations Ordinance within 120 days of the effective date of this Agreement.

56 5. Notice and Method of Payment

The Union shall give all non-member employees of represented bargaining units written notice of their obligation to either join or pay an agency shop fee as a condition of continued employment.

57 a. Payment Deduction: Payment by payroll deduction shall be made in the amount of the agency shop fee. The Controller shall make such service fee deductions from the regular payroll warrant of each City employee described in the Application Section herein.

58 b. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying and service fees. All such lists shall contain the employee's name, employee number, department and amount deducted.

59 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.

60 6. Failure to Pay Agency Shop Fee

In the event an employee fails to make payments as required by this agreement, the Union may give written notice of such fact to the City and the employee. In the event such notice is given, a representative of the Union, a representative of the City and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the Union. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the Union, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the City shall commence the termination process of said employee.

61 7. Revocation of Agency Shop

The Agency Shop provisions herein covering the aforementioned bargaining unit or subunit 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.

62 8. Financial Reporting

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the 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.

63 9. Indemnification

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

64 10. Hudson Compliance

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

complied with the requirements set forth in this section and in Hudson, 475 U.S. 292.

I.K. APPRENTICESHIP PROGRAM

65 The parties agree to meet to discuss and develop an apprenticeship program. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. The apprenticeship program, however, shall contain at least the following terms:

66 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

67 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the rate of the journey-level class.

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

- 7347 Plumber
- 7348 Steamfitter
- 7388 Utility Plumber

69 This provision shall not affect the existing appointment step for any classification other than those for Apprenticeable Classes.

70 The parties shall use all reasonable efforts to implement promptly apprenticeship programs. The parties agree to conclude discussions regarding the development of apprenticeship programs no later than December 31, 2001, and that the City shall have the ability to hire apprentices no later than April 1, 2002.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A NON DISCRIMINATION

71 No employee shall be appointed, reduced, or removed, or in any way favored or discriminated against because of his social, political, or religious opinions or affiliations or because of race, national origin, marital status, age or sex.

72 Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.

73 Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City and County shall also have the right to refuse to join or participate in the activities of employee organization. Employees shall also have the right to represent themselves individually in their employment relations with the City and County.

II.B DISABILITIES

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

II.C EMPLOYEE LISTS

75 The City will provide the Union with a list of new hires and separations.

II.D LAYOFFS

76 Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day

minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice.

The provisions of this section shall not apply to "as needed" employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

- 77 Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that effected the layoff in question prior to City-wide bumping.

II.E COMPLIANCE WITH CODES

- 78 All work performed by employees covered by this Agreement shall conform to all applicable codes.

II.F PERSONNEL FILES

- 79 Upon written 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 removed to the 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.

- 80 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.

- 81 Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department.

- 82 Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.

83 With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.

84 With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

II.G SUBCONTRACTING

1. Prop J Contracts

85 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.

86 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.

87 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,

88 I. possible alternatives to contracting or subcontracting;

89 ii. questions regarding current and intended levels of service;

90 iii. questions regarding the Controller's certification pursuant to Charter Section 8.300-1;

91 iv. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

92 v. questions relating to the effect on individual worker productivity by providing labor saving devices;

93 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

- 94 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.
- 95 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.
- 96 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

97 Base wages shall be increased as follows:

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

98 In addition, effective July 1, 2001 there shall be a one time wage adjustment of 2% to class 7349 Assistant Steamfitter Supervisor.

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

99 Wage rates are set forth in Attachment A.

III.B MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

101 1. NORMAL WORK SCHEDULES - The normal work week for employees in the plumber classifications shall be forty (40) hours. The forty (40) hour work week shall consist of five (5) consecutive days encompassing eight (8) hours working time completed within not more than nine (9) hours.

Current work schedules (Monday through Friday) as of the effective date of this agreement will remain in place unless a proposed change is mutually agreed to by the parties.

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

103 a. Employees shall receive no compensation when properly notified (2hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

- 104 b. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
- 105 c. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
- 106 d. 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 within a normal 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. The Union shall be notified prior to implementation of such voluntary reduced work week.
- 107 e. Voluntary Time off Program
The mandatory furlough provisions of CSC Rules shall not apply to covered employees.
- 108 (1) 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.
- 109 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.
- 110 (2) Restrictions of Use of Paid Time Off While On Voluntary Time Off
- 111 (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
- 112 (b) 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.

- 113 (3) 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.
- 114 2. PART-TIME WORK SCHEDULE - A part-time work schedule is a tour of duty of less than forty hours within a normal work week.

III.D COMPENSATION FOR VARIOUS WORK SCHEDULES

- 115 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.
- 116 2. PART-TIME WORK SCHEDULES - Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.E. ADDITIONAL COMPENSATION

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

- 117 1. NIGHT DUTY - 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.). Shift pay of 8.5% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).

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. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

- 118 Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid

\$2.00 per day above the compensation to which they are otherwise entitled.

119 2. **STAND-BY PAY** - Employees who, as part of the duties of their positions are required by the Appointing Officer or designee to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty-five (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 their department with a pager or cell phone. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service at the usual rate of pay. Notwithstanding the general provisions of this section, standby pay shall not be allowed for positions with duties which are primarily administrative in nature.

120 No employee shall be compensated for standby service unless the Appointing Officer, with the approval of the Board or Commission, where applicable, shall have filed with the Department of Human Resources a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.

121 The provisions of this article 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. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below, employees in the classification categories referenced in this sub-section shall be eligible for standby compensation.

122 3. **CALL BACK** - Employees called back to their work locations, except those at remote locations where City supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.

123 4. **CONTAINER CRANES** - Port employees of the Maintenance Department who are assigned to work full-time in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen (15%) percent above

the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.

- 124 5. **LEAD WORKER PAY** - Employees in the following classes designated by their supervisor or foreperson as a lead worker shall be entitled to a \$9.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two employees in the same class are assigned. Effective July 1, 2002, the rate shall be \$10.00 per day.

7347 Plumber
7348 Steamfitter
7360 Pipe Welder
7388 Utility Plumber

- 125 Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay

- 126 6. **HOURS BETWEEN SHIFTS** - Employees working in classifications represented by Plumbers Union, Local 38, shall be permitted fifteen and one-half (15-½) hours off between the end of his or her regular shift and the beginning of his or her next shift. All hours worked within the hours off designated in this section shall be compensated at the overtime rate of time and one-half (1-½).

- 127 The following classifications are exempt from this provision due to the special requirements of the positions in each classification:

6242 Plumbing Inspector
6244 Chief Plumbing Inspector
6246 Senior Plumbing Inspector
7204 Chief Water Service Inspector
7316 Water Service Inspector
7317 Senior Water Service Inspector

- 128 7. **HEIGHT WORK PAY** - All employees covered by this Agreement who are required to work from a Bos'n Chair, or boom or similar equipment as determined by the Appointing Officer shall be compensated at the rate of \$1.00 per hour above the base rate of pay for the hours actually spent in the Bos'n Chair, or boom or similar equipment as determined by the Appointing Officer.

- 129 8. **BILINGUAL PAY** - Employees who are assigned by their Department to a "Designated Bilingual Position" approved by the Department of Human Resources shall be granted an additional compensation of \$35.00 bi-weekly.

A “Designated Bilingual Position” is one designated by the Department which requires translating to and from a foreign language including sign language as used by the hearing impaired, for a minimum of ten (10) hours bi-weekly.

130 9. UNDERWATER DIVING PAY - 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.

131 10. WASTE WATER TREATMENT FACILITY - Employees in the following classes who are regularly assigned to a Waste Water Treatment Facility shall receive \$3.00 per day:

- 7347 Plumber
- 7348 Steamfitter
- 7312 Plumber Supervisor
- 7349 Steamfitter Assistant Supervisor

132 11. CORRECTIONAL FACILITY PREMIUM - A premium of \$1.50 per hour shall be paid to all employees in covered classifications when working in a secured and restricted area of the correctional facilities listed below.

133 This premium shall not be added to the employee’s base rate of pay for the purpose of calculating overtime.

134 Those facilities where this premium shall apply are listed below:

- 1) County Jail #3 in San Bruno
- 2) Youth Guidance Center (a) 375 Woodside, San Francisco (b) Log Cabin Ranch in La Honda
- 3) Hall of Justice in San Francisco
- 4) County Jail #8
- 5) Treasure Island Jail
- 6) San Francisco General Hospital

12. SKILLED NURSING FACILITY “PASS TROUGH”

135 In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide “pass through” compensation for health care employees who are assigned to skilled nursing facilities (“SNF”) for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the state law requires an “August 1, 2000 to July 31, 2001” window period

for determining compliance with the “pass through;” and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:

136 The parties agree to provide for a premium to be paid to eligible employees employed at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.

137 The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible “pass through” compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on-going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than, 8/1/00, and terminate July 31 of each fiscal year for which funds are available.

138 This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.

139 This premium shall continue only to the extent and for the time period provided by State Legislation and this MOU.

140 13. TRAVEL EXPENSE - Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport, Sharp Park shall be reimbursed for travel expenses to and from these locations in the amount of \$2.30 per day. Employees who reside within the City and County of San Francisco and are assigned to work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of \$2.00 per day. Employees who reside within the City and County of San Francisco and are assigned work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of \$7.00 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.

141 14. AUTOMOBILE ALLOWANCE - Any employee in an "Inspector" classification covered by this Agreement who is required to drive his/her own automobile on City business shall receive an automobile allowance of \$35.00 per month when such vehicle is used eleven (11) or more working days per calendar month.

142 15. ACTING ASSIGNMENT PAY An employee assigned in writing by the
Appointing Officer (or designee) to perform the normal day to day duties and
responsibilities of a higher classification of an authorized position for which
funds are temporarily unavailable shall be entitled to acting assignment pay
after the eleventh (11) consecutive workday; after which acting assignment
pay shall be retroactive to the first (1st) day of the assignment.

143 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 rate of the salary grade 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.

144 16. SUPERVISORY DIFFERENTIAL ADJUSTMENT - The Human Resources
Director is hereby authorized to adjust the compensation of a supervisory
employee whose schedule of compensation is set herein subject to the
following conditions:

145 a. The supervisor, as part of the regular responsibilities of his/her class,
supervises, directs, is accountable for and is in responsible charge of
the work of a subordinate or subordinates.

146 b. The organization is a permanent one approved by the appointing
officer, Board or Commission, where applicable, and is a matter of
record based upon review and investigation by the Department of
Human Resources.

147 c. The classifications of both the supervisor and the subordinate are
appropriate to the organization and have a normal, logical relationship
to each other in terms of their respective duties and levels of
responsibility and accountability in the organization.

148 d. 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.

149 e. 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.

- 150 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 herein are also met.
- 151 f. 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.
- 152 g. 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.
- 153 h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).
- 154 I. It is the responsibility of the Appointing Officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
- 155 j. 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.

III.F OVERTIME COMPENSATION

- 156 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. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

- 157 The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment.
- 158 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.
- 159 No appointing officer shall require an employee not designated by a "Z" symbol 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 this agreement.
- 160 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.
- 161 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.
- 162 Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.

III.G. HOLIDAYS AND HOLIDAY PAY

- 163 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)

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

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

166 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. FLOATING HOLIDAYS

167 Five (5) 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 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.

168. 2. 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.

169. 3. 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.

170. 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 pursuant to the provisions herein.
171. 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.
172. 5. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY - 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.
173. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.

174. 6. 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.
175. 7. 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.
176. 8. 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 as provided herein on a proportionate basis.
177. 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.
178. 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.

III.H. TIME OFF FOR VOTING

179. 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

- 180 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.
- 181 2. Subject to the Controller's certification of available funds and procedures to

be established by the Department of Human Resources, appointments may be made by an Appointing Officer at any step in the salary grade under the following conditions:

- 182 a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
- 183 b. Loss of compensation would result if appointee accepts position at the normal step.
- 184 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.
- 185 d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinions warrants appointments above the entrance rate.
- 186 e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.
- 187 3. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS** - An employee following completion of the probationary period or six months of continuous service, and who is appointed to a position in a higher classification, shall have his/her salary adjusted to that step in the promotive class as follows:
- 188 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.
- 189 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.
- 190 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 grade of the employee's class shall be deemed promotive.

191 c. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to the Apprenticeship Program section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

192 4. **NON-PROMOTIVE APPOINTMENT** - An employee following completion of the probationary period or six months of continuous service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, 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.

193 5. **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.

6. **COMPENSATION ADJUSTMENTS**

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

195 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.

196 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 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.

197. 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.

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

- 198 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.
- 199 b. Reemployment 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 reemployed in the same class after such layoff shall be paid the salary step attained prior to layoff.
- 200 c. Reemployment in an Intermediate Class - An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
- 201 d. 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.J. METHODS OF CALCULATION

- 202 BI-WEEKLY - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers 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.
- 203 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.K. SENIORITY INCREMENTS

- 204 1. ENTRY AT THE FIRST STEP - Full-time employees entering at the first step shall advance to the second step upon completion of six months of continuous service and to each successive step upon completion of the one year of continuous service. Part-time regularly scheduled employees shall advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.
- 205 2. ENTRY AT OTHER THAN THE FIRST STEP - 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.
- 206 3. DATE INCREMENT DUE - Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided herein.
- 207 4. EXCEPTIONS
- 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.

- 208 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:
- 209 (1) An employee shall be compensated at the beginning step of the
 salary grade plan, unless otherwise specifically provided for
 herein. Employees 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.
- 210 (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.
- 211 (3) Advancement through the increment steps of the salary grade
 shall accrue and become due and payable on the next day
 following completion of required service, provided that the
 above procedure for advancement to the salary grade
 increment steps is modified as follows:
- 212 (a) An employee who during that portion of his/her
 anniversary 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 the calendar year.
- 213 (b) An employee who during that portion of his/her
 anniversary year is absent without pay for a period in
 excess of one-sixth of the time required to earn the
 next prior increment will be credited with actual paid
 service.
- 214 (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. SICK LEAVE WITH PAY LIMITATION

215 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.

216 **III.M. WORKERS COMPENSATION**

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.N STATE DISABILITY INSURANCE (SDI)

217 Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance Program, 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.O. VACATION

218 Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16 (dated 12/94)

III.P. HEALTH AND WELFARE

- 219 1. EMPLOYEE HEALTH CARE - The City shall provide employee only health care as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.
- 220 2. DEPENDENT HEALTH CARE BENEFITS - Amount of Employee

Contribution to be paid by the City.

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

222 3. DENTAL COVERAGE - Each employee covered by this Agreement shall be eligible to participate in the City's dental program.

223 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.

224 4. 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.

225 5. 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.

III.Q. RETIREMENT PICK-UP

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

227 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.

PRE-RETIREMENT PLANNING SEMINAR

228 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.

229 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.

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

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

III.R. LEAVES OF ABSENCE

232. Pursuant to Charter Section A8.409-3, leaves of absences shall be governed by Civil Service Commission leaves of absence rule except where modified by this Agreement. Only those matters subject to negotiation and arbitration pursuant to Charter Section A8.409 et seq. shall be subject to grievance or arbitration pursuant to this Agreement.

III.S PILOT WELLNESS PROGRAM

233 The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.

234 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.

235 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.

Example of Calculation

236 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.

237 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

238 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.

239 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

240 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).

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

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

242 Departments shall provide the safety equipment mutually agreed as necessary between the Union and the appropriate department in compliance with Cal-OSHA requirements.

IV.B. PROTECTIVE OVERALLS

243 The City agrees to provide annually four (4) pairs of overalls for employees in classifications covered herein when, in the judgment of the appointing officer, such employees are assigned to duties requiring protective clothing. The cost of overalls and laundry of the same shall be paid by the City. An Appointing Officer and the Union may mutually agree to substitute one additional pair of overalls in lieu of providing laundry services.

244. The City agrees to provide foul weather gear consisting of hat, coat, pants and boots when required to perform their normal work duties in the rain.

245 The City agrees to provide four (4) pairs of protective coveralls for the following classifications:

- 6242 Plumber Inspector
- 6246 Senior Plumbing Inspector

246 The cost of protective coveralls and laundry of the same shall be paid by the City.

IV.C. SAFETY

247 The City agrees to maintain safety standards as required by the pertinent provisions of Cal-OSHA. Allegations of violations are subject to Cal-OSHA law and procedure.

248 The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of Cal-OSHA.

249 When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his

supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.

- 250 If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee assignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
- 251 The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within seven (7) calendar days of the safety officer's determination.
- 252 The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve (12) months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
- 253 After receipt of the appeal, the Appointing Officer will contact the Union within three (3) working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
- 254 Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
- 255 In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

ARTICLE V – TUITION REIMBURSEMENT

V.A. TUITION REIMBURSEMENT

256 The City will allocate \$3,000 per fiscal year for covered employees for the Tuition Reimbursement Program. Employees may be reimbursed up to a maximum of \$500.00 per fiscal year for classes and/or training which will enhance an employee's work skills. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

ARTICLE VI - SCOPE

257 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

258 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.

259 In the event of such determination, the parties agree to immediately negotiate in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

VI.B. ZIPPER CLAUSE

260 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

261 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.

VI.C. DURATION OF AGREEMENT

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

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

FOR THE CITY

FOR THE UNION

Andrea R. Gourdine
Human Resources Director

Larry Mazzola
Business Manager & Financial Secretary

Geoffrey Rothman
Director, Employee Relations Division

Bill Fazande
Business Agent

Alice Villagomez
Deputy Director, Employee Relations
Division

Approved as to Form:
CITY ATTORNEY

Linda M. Ross
Chief Labor Attorney

ADDENDUM

ENUMERATION OF PAST PRACTICES - WORKING CONDITIONS

1. No-cost Parking - The City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property, where available; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.
2. Security of Employees Effects and Tools - Lockers will be available for covered employees as provided by their department.
3. Power and Hand Tools – Covered employees will be provided with the tools to perform their duties.
4. Work shoes (work boots) – Covered employees will be provided with safety shoes (work boots) in compliance with Cal-OSHA regulations.
5. Prescription safety glasses/face shields/goggles - Covered employees will be provided with prescription safety glasses, face shields and/or goggles in compliance with Cal-OSHA regulations.
6. Safety Meetings and Training - Safety meetings shall be held in compliance with Cal-OSHA regulations.
7. Safety Equipment and Change of Work Clothing - Covered employees will be provided with safety equipment and changes of work clothing in compliance with Cal-OSHA regulations.
8. Rain Gear and Boots - Covered employees will be provided with foul weather gear, rain clothes and boots when required to work in the rain or other unreasonably wet conditions and jackets when required to work in cold conditions.
9. Hearing protection - Covered employees will be provided with hearing protection devices in compliance with Cal-OSHA regulations.
10. Cleanup time (1/2 hour) – Covered employees will be provided with appropriate clean-up time (no more than 30 minutes per day) at the end of their daily assigned shift.
11. Vehicles – Covered employees may take City vehicles home when assigned by their supervisor.
12. Camp Mather - Covered employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.

13. Breaks/Meal Time - Covered employees will be provided with two (2) break periods during their regular shift of fifteen (15) minutes, one approximately two (2) hours after the start of the shift and the other approximately two (2) hours before the end of the shift. Covered employees will be provided with an unpaid meal break of not less than thirty (30) minutes approximately mid shift.

14. Top Person When Working in a Boat - The City acknowledges for health and safety reasons, that when a bargaining unit employee is assigned to work in a boat, there shall be another bargaining unit employee assigned to be in radio contact with the crew and foreperson.

Attachment A

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

Plumbers & Pipefitters Local 38

Effective Date	Class Title	Em #	Salary Step 5	Biweekly Rate of Pay				
				Grade	Step 1	Step 2	Step 3	Step 4
07/01/2001	1466 METER READER		05590	\$1,401	\$1,470	\$1,543	\$1,618	\$1,698
	6242 PLUMBING INSPECTOR	✓	06720	\$2,424	\$2,545	\$2,672	\$2,806	\$2,946
	6244 CHIEF PLUMBING INSPECTOR	✓	07120	\$2,946	\$3,093	\$3,248	\$3,410	\$3,581
	6246 SENIOR PLUMBING INSPECTOR	✓	06920	\$2,672	\$2,806	\$2,946	\$3,093	\$3,248
	7134 WATER CONSTRUCTION AND MAINT SUPT		07070	\$2,874	\$3,018	\$3,169	\$3,327	\$3,493
	7136 WATER SHOPS AND EQUIPMENT SUPT		06960	\$2,726	\$2,862	\$3,005	\$3,155	\$3,313
	7204 CHIEF WATER SERVICE INSPECTOR		07090	\$2,902	\$3,047	\$3,199	\$3,359	\$3,527
	7213 PLUMBER SUPERVISOR I	✓	06810	\$2,533	\$2,660	\$2,793	\$2,933	\$3,080
	7239 PLUMBER SUPERVISOR II	✓	06960	\$2,726	\$2,862	\$3,005	\$3,155	\$3,313
	7240 WATER METER SHOP SUPERVISOR I		06210	\$1,890	\$1,985	\$2,084	\$2,188	\$2,297
	7248 STEAMFITTER SUPERVISOR II	✓	06960	\$2,726	\$2,862	\$3,005	\$3,155	\$3,313
	7250 UTILITY PLUMBER SUPERVISOR I	✓	06810	\$2,533	\$2,660	\$2,793	\$2,933	\$3,080
	7284 UTILITY PLUMBER SUPERVISOR II	✓	06960	\$2,726	\$2,862	\$3,005	\$3,155	\$3,313
	7316 WATER SERVICE INSPECTOR		06590	\$2,274	\$2,388	\$2,507	\$2,632	\$2,764
	7317 SENIOR WATER SERVICE INSPECTOR		06890	\$2,632	\$2,764	\$2,902	\$3,047	\$3,199
	7347 PLUMBER	✓	06570	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
	7348 STEAMFITTER	✓	06570	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
	7349 STEAMFITTER ASSISTANT SUPERVISOR	✓	06810	\$2,533	\$2,660	\$2,793	\$2,933	\$3,080
	7353 WATER METER REPAIRER		06010	\$1,714	\$1,800	\$1,890	\$1,985	\$2,084
	7360 PIPE WELDER	✓	06570	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
	7388 UTILITY PLUMBER	✓	06570	\$2,252	\$2,365	\$2,483	\$2,607	\$2,737
	7449 SEWER SERVICE WORKER		06490	\$2,124	\$2,230	\$2,342	\$2,459	\$2,582
	01/05/2002	1466 METER READER		05630	\$1,429	\$1,499	\$1,573	\$1,650
6242 PLUMBING INSPECTOR		✓	06760	\$2,472	\$2,596	\$2,726	\$2,862	\$3,005
6244 CHIEF PLUMBING INSPECTOR		✓	07160	\$3,005	\$3,155	\$3,313	\$3,479	\$3,653
6246 SENIOR PLUMBING INSPECTOR		✓	06960	\$2,726	\$2,862	\$3,005	\$3,155	\$3,313
7134 WATER CONSTRUCTION AND MAINT SUPT			07110	\$2,833	\$3,080	\$3,234	\$3,396	\$3,566
7136 WATER SHOPS AND EQUIPMENT SUPT			07000	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378
7204 CHIEF WATER SERVICE INSPECTOR			07130	\$2,960	\$3,108	\$3,263	\$3,426	\$3,597
7213 PLUMBER SUPERVISOR I		✓	06850	\$2,582	\$2,711	\$2,847	\$2,989	\$3,138
7239 PLUMBER SUPERVISOR II		✓	07000	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378
7240 WATER METER SHOP SUPERVISOR I			06250	\$1,927	\$2,023	\$2,124	\$2,230	\$2,342
7248 STEAMFITTER SUPERVISOR II		✓	07000	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378
7250 UTILITY PLUMBER SUPERVISOR I		✓	06850	\$2,582	\$2,711	\$2,847	\$2,989	\$3,138
7284 UTILITY PLUMBER SUPERVISOR II		✓	07000	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378
7316 WATER SERVICE INSPECTOR			06630	\$2,319	\$2,435	\$2,557	\$2,685	\$2,819
7317 SENIOR WATER SERVICE INSPECTOR			06930	\$2,685	\$2,819	\$2,960	\$3,108	\$3,263
7347 PLUMBER		✓	06610	\$2,297	\$2,412	\$2,533	\$2,660	\$2,793
7348 STEAMFITTER		✓	06610	\$2,297	\$2,412	\$2,533	\$2,660	\$2,793
7349 STEAMFITTER ASSISTANT SUPERVISOR		✓	06850	\$2,582	\$2,711	\$2,847	\$2,989	\$3,138
7353 WATER METER REPAIRER			06050	\$1,748	\$1,835	\$1,927	\$2,023	\$2,124
7360 PIPE WELDER		✓	06610	\$2,297	\$2,412	\$2,533	\$2,660	\$2,793
7388 UTILITY PLUMBER		✓	06610	\$2,297	\$2,412	\$2,533	\$2,660	\$2,793
7449 SEWER SERVICE WORKER			06490	\$2,166	\$2,274	\$2,388	\$2,507	\$2,632

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Plumbers & Pipefitters Local 38

05/15/2001

Attachment A

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

Plumbers & Pipefitters Local 38

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
07/01/2002	1466 METER READER		06680	\$1,463	\$1,535	\$1,611	\$1,690	\$1,773
	6242 PLUMBING INSPECTOR	✓	06810	\$2,533	\$2,660	\$2,793	\$2,933	\$3,080
	6244 CHIEF PLUMBING INSPECTOR	✓	07210	\$3,080	\$3,234	\$3,396	\$3,566	\$3,744
	6246 SENIOR PLUMBING INSPECTOR	✓	07010	\$2,793	\$2,933	\$3,080	\$3,234	\$3,396
	7134 WATER CONSTRUCTION AND MAINT SUPT		07160	\$3,005	\$3,155	\$3,313	\$3,479	\$3,653
	7136 WATER SHOPS AND EQUIPMENT SUPT		07050	\$2,847	\$2,989	\$3,138	\$3,295	\$3,460
	7204 CHIEF WATER SERVICE INSPECTOR		07180	\$3,035	\$3,187	\$3,346	\$3,513	\$3,689
	7213 PLUMBER SUPERVISOR I	✓	06900	\$2,647	\$2,779	\$2,918	\$3,064	\$3,217
	7239 PLUMBER SUPERVISOR II	✓	07050	\$2,847	\$2,989	\$3,138	\$3,295	\$3,460
	7240 WATER METER SHOP SUPERVISOR I		06300	\$1,975	\$2,074	\$2,178	\$2,287	\$2,401
	7248 STEAMFITTER SUPERVISOR II	✓	07050	\$2,847	\$2,989	\$3,138	\$3,295	\$3,460
	7250 UTILITY PLUMBER SUPERVISOR I	✓	06900	\$2,647	\$2,779	\$2,918	\$3,064	\$3,217
	7284 UTILITY PLUMBER SUPERVISOR II	✓	07050	\$2,847	\$2,989	\$3,138	\$3,295	\$3,460
	7316 WATER SERVICE INSPECTOR		06680	\$2,377	\$2,486	\$2,621	\$2,752	\$2,890
	7317 SENIOR WATER SERVICE INSPECTOR		06980	\$2,752	\$2,880	\$3,035	\$3,187	\$3,346
	7347 PLUMBER	✓	06680	\$2,354	\$2,472	\$2,596	\$2,726	\$2,862
	7348 STEAMFITTER	✓	06680	\$2,354	\$2,472	\$2,596	\$2,726	\$2,862
	7349 STEAMFITTER ASSISTANT SUPERVISOR	✓	06900	\$2,647	\$2,779	\$2,918	\$3,064	\$3,217
	7353 WATER METER REPAIRER		06100	\$1,791	\$1,881	\$1,975	\$2,074	\$2,178
	7360 PIPE WELDER	✓	06680	\$2,354	\$2,472	\$2,596	\$2,726	\$2,862
7388 UTILITY PLUMBER	✓	06680	\$2,354	\$2,472	\$2,596	\$2,726	\$2,862	
7449 SEWER SERVICE WORKER		06540	\$2,221	\$2,332	\$2,449	\$2,571	\$2,700	
01/04/2003	1466 METER READER		06730	\$1,499	\$1,573	\$1,650	\$1,731	\$1,818
	6242 PLUMBING INSPECTOR	✓	06860	\$2,596	\$2,726	\$2,862	\$3,005	\$3,155
	6244 CHIEF PLUMBING INSPECTOR	✓	07260	\$3,155	\$3,313	\$3,479	\$3,653	\$3,836
	6246 SENIOR PLUMBING INSPECTOR	✓	07060	\$2,862	\$3,005	\$3,155	\$3,313	\$3,479
	7134 WATER CONSTRUCTION AND MAINT SUPT		07210	\$3,080	\$3,234	\$3,396	\$3,566	\$3,744
	7136 WATER SHOPS AND EQUIPMENT SUPT		07100	\$2,918	\$3,064	\$3,217	\$3,378	\$3,547
	7204 CHIEF WATER SERVICE INSPECTOR		07230	\$3,108	\$3,263	\$3,426	\$3,597	\$3,777
	7213 PLUMBER SUPERVISOR I	✓	06950	\$2,711	\$2,847	\$2,989	\$3,138	\$3,295
	7239 PLUMBER SUPERVISOR II	✓	07100	\$2,918	\$3,064	\$3,217	\$3,378	\$3,547
	7240 WATER METER SHOP SUPERVISOR I		06350	\$2,023	\$2,124	\$2,230	\$2,342	\$2,459
	7248 STEAMFITTER SUPERVISOR II	✓	07100	\$2,918	\$3,064	\$3,217	\$3,378	\$3,547
	7250 UTILITY PLUMBER SUPERVISOR I	✓	06950	\$2,711	\$2,847	\$2,989	\$3,138	\$3,295
	7284 UTILITY PLUMBER SUPERVISOR II	✓	07100	\$2,918	\$3,064	\$3,217	\$3,378	\$3,547
	7316 WATER SERVICE INSPECTOR		06730	\$2,435	\$2,557	\$2,685	\$2,819	\$2,960
	7317 SENIOR WATER SERVICE INSPECTOR		07030	\$2,819	\$2,960	\$3,108	\$3,263	\$3,426
	7347 PLUMBER	✓	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933
	7348 STEAMFITTER	✓	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933
	7349 STEAMFITTER ASSISTANT SUPERVISOR	✓	06950	\$2,711	\$2,847	\$2,989	\$3,138	\$3,295
	7353 WATER METER REPAIRER		06150	\$1,835	\$1,927	\$2,023	\$2,124	\$2,230
	7360 PIPE WELDER	✓	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933
7388 UTILITY PLUMBER	✓	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933	
7449 SEWER SERVICE WORKER		06590	\$2,274	\$2,388	\$2,507	\$2,632	\$2,764	

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05/15/2001

Attachment A

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

Plumbers & Pipefitters, L 38

7/1/01	7463	UTILITY PLUMBER APPRENTICE		<u>Biweekly Rate</u>	
			7388 rate = \$2,737		
				Low	High
		1st 6 months - 50% of 7388 rate		50%	\$1,369
		2nd 6 months - 55% of 7388 rate		55%	\$1,505
		3rd 6 months - 60% of 7388 rate		60%	\$1,642
		4th 6 months - 65% of 7388 rate		65%	\$1,779
		5th 6 months - 70% of 7388 rate		70%	\$1,916
		6th 6 months - 75% of 7388 rate		75%	\$2,053
		7th 6 months - 80% of 7388 rate		80%	\$2,190
		8th 6 months - 85% of 7388 rate		85%	\$2,326
		9th 6 months - 90% of 7388 rate		90%	\$2,463
		10th 6 months - 95% of 7388 rate		95%	\$2,600
1/5/02	7463	UTILITY PLUMBER APPRENTICE		<u>Biweekly Rate</u>	
			7388 rate = \$2,793		
				Low	High
		1st 6 months - 50% of 7388 rate		50%	\$1,397
		2nd 6 months - 55% of 7388 rate		55%	\$1,536
		3rd 6 months - 60% of 7388 rate		60%	\$1,676
		4th 6 months - 65% of 7388 rate		65%	\$1,815
		5th 6 months - 70% of 7388 rate		70%	\$1,955
		6th 6 months - 75% of 7388 rate		75%	\$2,095
		7th 6 months - 80% of 7388 rate		80%	\$2,234
		8th 6 months - 85% of 7388 rate		85%	\$2,374
		9th 6 months - 90% of 7388 rate		90%	\$2,514
		10th 6 months - 95% of 7388 rate		95%	\$2,653
7/1/02	7463	UTILITY PLUMBER APPRENTICE		<u>Biweekly Rate</u>	
			7388 rate = \$2,862		
				Low	High
		1st 6 months - 50% of 7388 rate		50%	\$1,431
		2nd 6 months - 55% of 7388 rate		55%	\$1,574
		3rd 6 months - 60% of 7388 rate		60%	\$1,717
		4th 6 months - 65% of 7388 rate		65%	\$1,860
		5th 6 months - 70% of 7388 rate		70%	\$2,003
		6th 6 months - 75% of 7388 rate		75%	\$2,147
		7th 6 months - 80% of 7388 rate		80%	\$2,290
		8th 6 months - 85% of 7388 rate		85%	\$2,433
		9th 6 months - 90% of 7388 rate		90%	\$2,576
		10th 6 months - 95% of 7388 rate		95%	\$2,719

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Schedules of Compensation
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Plumbers & Pipefitters, L 38

1/4/03	7463	UTILITY PLUMBER APPRENTICE	Biweekly Rate	
			Low	High
		7388 rate = 2933		
		1st 6 months - 50% of 7388 rate	50%	\$1,467
		2nd 6 months - 55% of 7388 rate	55%	\$1,613
		3rd 6 months - 60% of 7388 rate	60%	\$1,760
		4th 6 months - 65% of 7388 rate	65%	\$1,906
		5th 6 months - 70% of 7388 rate	70%	\$2,053
		6th 6 months - 75% of 7388 rate	75%	\$2,200
		7th 6 months - 80% of 7388 rate	80%	\$2,346
		8th 6 months - 85% of 7388 rate	85%	\$2,493
		9th 6 months - 90% of 7388 rate	90%	\$2,640
		10th 6 months - 95% of 7388 rate	95%	\$2,786

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