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Agreement between the Plasterers and Shophands, Local 66 and the City and County of San Francisco, 2001-2003

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Union Plasterers and Shophands

Local Local 66

Occupations Represented
Plasterers and stucco masons

Bargaining Agency City and County of San Francisco

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
PLASTERERS AND SHOPHANDS
LOCAL 66
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") Plasterers and Shophands, Local 66, (hereinafter "Union").

I.A. RECOGNITION

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

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

I.B. OBJECTIVE OF THE CITY

4. 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.
5. 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. The City shall meet and confer prior to the implementation of any production quotas.
6. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

I.C. NO STRIKE PROVISION

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

I.D. UNION SECURITY

1. Authorization for Deductions
8. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.
2. Dues Deductions
9. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, Room 235, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

I.E. AGENCY SHOP

1. Application
10. Except as provided otherwise herein, the provision of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly

and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance.

Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (b) of the Employee Relations Ordinance.

2. Implementation

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

a. Election

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

b. 2/3 Membership

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

c. New Employees

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

3. Service Fee

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

4. Financial Reporting

16. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the

appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

5. Religious Exemption

17. Any employee of the City in a classification described in (application) 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 membership and historical objection be relieved of any obligation to pay the required service fee. The union shall be informed in writing of any such requests.

6. Payroll Deduction

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

7. Employee Lists

19. a. The City shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
20. b. A list of all employees in represented classes shall be provided to the union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

8. Indemnification

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

22. 9. Hudson Compliance

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

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

I.F. MANAGEMENT RIGHTS

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

I.G. GRIEVANCE PROCEDURE

24. 1. This grievance procedure applies to conditions of employment as set forth in this agreement.

25. a. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in this agreement.

26. b. **EXCLUSION OF CIVIL SERVICE MATTERS**
The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

2. **GRIEVANCE PROCEDURE STEPS**

27. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP 1:

28. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.

29. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.

c. The Letter of Grievance - Step One, shall contain:

30. (1) The date of the informal discussion,

31. (2) The date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,

32. (3) The specific section(s)/subsection(s) of this agreement;

33. (4) A full and complete explanation of the circumstances of the grievance, and

34. (5) The remedy sought by the grievant.

35. d. The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.

36. e. The Answer to Letter of Grievance - Step One, shall contain:

(1) The date of receipt of the Letter of Grievance - Step One,

(2) The date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,

(3) A full and complete explanation of the circumstances of the

- grievance, and
- (4) The resolution of the grievance.

STEP 2:

- 37. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, and the Employee Relations Director.
- b. The Letter of Grievance - Step Two, shall contain:
 - 38. (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,
 - 39. (2) Date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
 - 40. (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
 - 41. (4) A full and complete explanation of the circumstances of the grievance, and
 - 42. (5) The remedy sought by the grievant.
- 43. c. The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.
- 44. d. The Answer to Letter of Grievance - Step Two shall contain:
 - 45. (1) The date of receipt of the Letter of Grievance - Step Two,
 - 46. (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
 - 47. (3) A full and complete explanation of the circumstances of the grievance, and
 - 48. (4) The resolution of the grievance.

STEP 3:

- 49. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.
- 50. b. The Letter of Grievance - Step Three, shall contain:
 - 51. (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,
 - 52. (2) Date of submission of the Letter of Grievance - Step Three, to the appointing authority,
 - 53. (3) The specific section(s)/subsection(s) of this agreement,
 - 54. (4) A full and complete explanation of the circumstances of the grievance, and
 - 55. (5) The remedy sought by the grievant.
- 56. c. The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant and the Employee Relations Director.
- 57. d. The Answer to Letter of Grievance - Step Three, shall contain:
 - 58. (1) The date of receipt of the Letter of Grievance - Step Three,
 - 59. (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,

- 60. (3) A full and complete explanation of the circumstances of the grievance, and
- 61. (4) The resolution of the grievance.
- 62. e. Unless waived by written mutual agreement of the grievant and the appointing authority, a hearing is required at this step.
- 63. f. The seven (7) working day time limited noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

STEP 4:

- 64. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.
- 65. b. Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.
- 66. c. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
- 67. d. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.

- 68. e. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
- 69. f. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
- 70. g. The decision of the hearing officer shall be final and binding upon the parties.
- 71. h. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in this agreement. Further, the hearing officer shall have no power to amend, or recommend an amendment of this agreement.
- 72. i. Each party, (employee, group of employees, or the Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

73. 3. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure to the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

4. TIMELINESS OF GRIEVANCE

- 74. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include

a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

5. **RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS**

75. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

76. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of this agreement. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

I.H. APPRENTICESHIP

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

78. 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

79. The entry salary step of the apprentice program shall be at least forty (40)

percent lower than the top step of flat rate, whichever is applicable, of the journey-level class.

80. The following journey-level classes (“Apprenticeship Classes”) shall be eligible for an apprenticeship program.

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ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

81. The City and the Union agree that this Agreement shall be administered in a non-discriminatory manner. Specifically, no person covered by this Agreement shall be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion, or Union membership or activity. Discrimination as used herein shall mean discrimination and harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866, and any other laws and regulations relating to employment discrimination.
82. A complaint of discrimination may, at the employee's option, be processed through the City's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by this Agreement.

II.B. AMERICAN WITH DISABILITIES ACT

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

II.C. PRIVACY

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

II.D. PROBATIONARY PERIOD

- 85. All permanent appointees shall serve a six (6) months probationary period as defined and administered by the Civil Service Commission.
- 86. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

II.E. SICK LEAVE

- 87. Requests for sick leave in excess of forty (40) consecutive hours shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science practitioner, or licensed doctor of chiropractic. Verification of sick leave for less than forty (40) hours may be required at the sole discretion of the Appointing Officer or his/ her designee.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

88. Base wages shall be increased as follows:

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

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

90. Wage rates are set forth in Attachment A.

III.B. WORK SCHEDULES

Regular Work Day

91. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), hours of work completed within not more than twenty-four (24) hours.

Regular Work Week

92. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular workweek is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules.

Exceptions

93. 1. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. 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. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer of designee.

94. Employees who begin their shifts and are subsequently relieved of duty due

to the above reasons shall be paid a minimum of two hours, and for hours actually worked beyond two hours, computed to the nearest one-quarter hour.

95. 2. **Alternate Work Schedule**
The Appointing Officer may enter into cost equivalent alternate work schedules for some or all employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.
96. 3. **Voluntary Reduced Work Week**
Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

III.C. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

97. 1. **Regular Work Schedules**
Compensation fixed herein on a per diem basis are for a regular eight hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of regular work schedules.
98. 2. **Part-Time Work Schedules**
Salaries for part-time services shall be calculated upon the compensation for regular work schedules proportionate to the hours actually worked.

III.D. ADDITIONAL COMPENSATION

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

1. NIGHT DUTY

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

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

2. STANDBY PAY

102. Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid the Federal Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.

103. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes which are FLSA exempt (executive, administrative or professional).

3. CALL BACK

104. Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be paid at the applicable rate for all hours actually worked. This section shall not apply to employees who are called back to duty when on stand-by status.

105. Notwithstanding the general provisions of this section, call back pay shall not be allowed in classes which are FLSA exempt (executive, administrative or professional).

4. ACTING ASSIGNMENT PAY

106. Adjustment of compensation shall be 5% above base salary if all the following conditions are met:

- (1) The assignment shall be in writing;
- (2) Assigned position must be budgeted;
- (3) The employee is assigned to perform the duties of a higher level classification for eleven (11) consecutive days, after which acting assignment pay shall be retroactive to the 1st day of the assignment.

107. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.

5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

108. The Appointing Officer may adjust the compensation of a supervisory employee whose grade of compensation is set herein subject to the following conditions:

109. 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.

110. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

111. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
112. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
113. e. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
114. f. The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised.
115. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose class is also covered by this ordinance the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
116. g. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (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 Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
117. h. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

6. LEAD WORKER PAY

118. Employees in class 7361 Plasterer who are designated in writing by their supervisor or foreman shall be entitled to \$9.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate and order material, or required to take the lead when at least two or more in the same classification are assigned to the same job. Effective July 1, 2002, the rate shall be \$10.00 per day.

III.E. OVERTIME COMPENSATION

119. 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: a), in excess of the regular or normal work day for daily overtime or, b) in excess of forty hours per City workweek for weekly overtime 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. 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.
120. 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 weekly overtime payment.
121. Further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than forty (40) hours per City workweek. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
122. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.

123. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
124. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half.
125. 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

III.F. HOLIDAYS

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

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

127. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
128. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
129. The City shall accommodate religious belief or observance of employees as required by law.

1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

2. HOLIDAYS THAT FALL ON A SATURDAY

131. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her

jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

3. IN-LIEU HOLIDAYS

- 132. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
- 133. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
- 134. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

4. HOLIDAY COMPENSATION FOR TIME WORKED

- 135. Employees required by their respective Appointing Officers to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.
- 136. Employees occupying positions which are exempt from the FLSA (Executive, administrative and professional) shall not receive extra compensation for holiday work but may be granted time off at the discretion of the Appointing Officer.

5. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

137. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
138. 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.
139. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.
140. Sections 2. and 3. above shall apply to part-time employees on a pro-rata basis.
141. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

6. HOLIDAY PAY FOR EMPLOYEES LAID OFF

142. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.

7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

143. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

144. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.
145. 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.
146. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

9. FLOATING HOLIDAYS AND PAID FURLOUGH DAYS

FLOATING HOLIDAYS

147. Three (3) floating holidays in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer or 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 holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the appointing officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

PAID FURLOUGH DAYS

148. Represented employees shall continue to receive two (2) paid furlough days for each fiscal year of this Agreement.

III.G. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

150. 1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

An employee who has completed (6) months of service, and who is appointed to a position in a higher classification deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

151. The employee shall receive a salary in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

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

2. NON-PROMOTIVE APPOINTMENT

153. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

3. APPOINTMENT ABOVE ENTRANCE RATE

154. Appointments may be made by an appointing officer at any step in the compensation grade under the following conditions:

155. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

156. b. Loss of compensation would result if appointee accepts position at the normal step.

157. 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.

4. COMPENSATION UPON TRANSFER OR REEMPLOYMENT

158. a. Transfer
An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.
159. b. Reemployment in Same Classification Following Layoff
An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
160. c. Reemployment in an Intermediate Classification
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.
161. d. Reemployment in a Formerly Held Classification.
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 step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

III.H. METHODS OF CALCULATION

BI-WEEKLY

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

PER DIEM OR HOURLY

163. 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.

CONVERSION TO BI-WEEKLY RATES

164. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.I. SENIORITY INCREMENTS

1. ADVANCEMENT THROUGH SALARY STEPS

165. Full-time employees entering at the first step may advance to the second step upon completion of six months service subject to approval of the appointment officer.

166. Employees who enter a classification at a rate of pay at other than the first step may advance one step upon completion of the one year required service subject to the approval of the appointing officer. Further increments may accrue following completion of the required service at this step and at each successive step.

167. **2. EXCEPTIONS**

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 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.

168. 3. Increments may be withheld by the Appointing Officer as a result of identified performance deficiencies.

III.J. HEALTH AND WELFARE

1. EMPLOYEE HEALTH COVERAGE

169. The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.

2. DEPENDENT HEALTH CARE PICK-UP

Dependent Care Health Benefits

Amount of Employee Contribution to be Paid by the City

170. 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 for the employee plus two or more dependents category.

3. DENTAL COVERAGE

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

172. 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.

4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

173. 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.

5. SINGLE EMPLOYEES

174. 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.

6. PILOT WELLNESS INCENTIVE PROGRAM

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

176. 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.

177. 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.

178. Example of Calculation
- Employee A retires with 20 years of service.
 Employee A has a sick leave balance of 500 hours.
 Employee A has a base salary rate of \$25.00 per hour at the time of separation.
- Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
 50% x 500 hours = 250 hours.
 250 hours x \$25.00 (base salary at time of separation) = \$6,250.00
179. 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.
180. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
181. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.
182. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.K. RETIREMENT PICK-UP

183. The City shall pick up the full amount of the employee's contribution to retirement.
184. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

RETIREMENT SEMINAR RELEASE TIME

185. 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.
186. 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 of other

Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Released time shall not be unreasonably withheld.

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

III.L. SICK LEAVE WITH PAY LIMITATION

- 189. 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 minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.
- 190. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular salary the employee would have received for the normal work schedule excluding overtime.

III.M. WORKER'S COMPENSATION

- 191. An employee who is absent because of an occupational or non-occupational disability ("disability leave") and who is receiving Workers' Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance ("disability indemnity pay"), may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.
- 192. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

193. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
194. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
195. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.N. FAIR LABOR STANDARDS ACT

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

III.O. VOLUNTEER/PARENTAL RELEASE TIME

197. 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).
198. 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 TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

IV.B. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

SAFETY EQUIPMENT

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

PROTECTIVE CLOTHING

201. For employees in Class 7361 Plasterer, the City agrees to provide four (4) pairs of protective overalls for each employee and gloves used for the trade. The cost of overalls and laundry of the same shall be paid by the City. In addition, the department will furnish adequate foul weather gear.

IV.C. TOOL INSURANCE

202. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:
203. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.
204. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
205. 3. Prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

206. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.
5. In the case of theft, the following procedures shall be followed in perfecting a claim:
207. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, the local police department and the Union.
208. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
209. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
210. 6. In case of damage due to fire, the requirements of Section 5 above shall be followed with the exception that verified reports need not be filed with the police.
211. 7. The first Twenty Dollars (\$20.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Twenty Dollars (\$20.00).
212. 8. The specific dollar amount of the replacement costs for tools qualifying for reimbursement hereunder shall be determined by the department after consultation with the affected employee and shall be based, where possible, on tools of the same brand and model as those being replaced.
213. In the event of a dispute concerning the appropriate replacement amount, the employee may first file a grievance at step two (2). The grievance may not be considered beyond step four (4) and the decision of the Appointing Officer shall be final and binding.

ARTICLE V - SCOPE

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

V.A. SAVINGS CLAUSE

215. Should any part hereof or any provision herein be declared invalid by any decree of court of competent jurisdiction, such invalidation of such part or portion of this ordinance shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this ordinance.

V.B. ZIPPER CLAUSE

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

PAST PRACTICE

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

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

218. 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. Such Civil Service Rules and Administrative Code provisions shall be appended by reference to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of

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

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

V.D. DURATION OF AGREEMENT

220. This Agreement shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003.

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

Chet Murphy
Business Representative
Plasterers and Shophands, Local 66

Geoffrey L. Rothman
Director, Employee Relations Division

Approved as to Form:
CITY ATTORNEY

Linda M. Ross
Chief Labor Attorney

Attachment A

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

Plasterers, Local 66

Effective Date	Class Title	Salary Grade	Biweekly Rate of Pay				
			Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	7361 PLASTERER	06490	\$2,166	\$2,274	\$2,388	\$2,507	\$2,632
1/5/02	7361 PLASTERER	06530	\$2,209	\$2,319	\$2,435	\$2,557	\$2,685
7/1/02	7361 PLASTERER	06580	\$2,264	\$2,377	\$2,496	\$2,621	\$2,752
1/4/03	7361 PLASTERER	06630	\$2,319	\$2,435	\$2,557	\$2,685	\$2,819

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Plasterers, Local 66