

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 61 **Language** English **Country** United States **State** CA

Union International Brotherhood of Electrical Workers

Local Local 6

Occupations Represented
Electricians

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

Source <http://www.ci.sf.ca.us/dhr/mou/L6ELECTRICAL/L6final.PDF>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 6

JULY 1, 2001 - JUNE 30, 2003

TABLE OF CONTENTS

ARTICLE I - REPRESENTATION.....	1
I.A. RECOGNITION.....	1
I.B. INTENT	2
I.C. NO WORK STOPPAGES	2
I.D. OBJECTIVE OF THE CITY.....	2
I.E. MANAGEMENT RIGHTS.....	2
I.F. OFFICIAL REPRESENTATIVES AND STEWARDS.....	3
I.G. AGENCY SHOP	4
I.H. GRIEVANCE PROCEDURE	6
Procedural Steps	6
Selection of the Arbitrator.....	7
Discipline/Discharge.....	7
I.I. SENIORITY.....	8
I.J. BULLETIN BOARDS.....	9
I.K. POSTING OF VACANCIES	9
ARTICLE II - EMPLOYMENT CONDITIONS.....	10
II.A. NON DISCRIMINATION.....	10
II.B. PERSONNEL FILES.....	10
II.C. PROBATIONARY PERIOD	11
II.D. TRAVEL REIMBURSEMENT	11
II.E. SUBSISTENCE PAY	12
II.F. COMPLIANCE WITH CODES.....	13
II.G. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS.....	13
II.H. FINGERPRINTING	13
II.I. WORKFORCE REDUCTION.....	13
II.J. SUBCONTRACTING	14
1. "Prop J." Contracts.....	14
2. Personal Services Contracts	14
ARTICLE III - PAY, HOURS AND BENEFITS	15
III.A. WAGES.....	15
Wage Adjustments.....	15
Internal Adjustment for Class 9241 Airport Electrician Supervisor.....	16
Class 7371 Electric Transit System Mechanic Deep Class.....	16
III.B. MAINTENANCE AND CHARGES.....	16
III.C. WORK SCHEDULES	16
1. NORMAL WORK SCHEDULES.....	16
2. FLEX-TIME SCHEDULES.....	17
3. ALTERNATE WORK SCHEDULES.....	17
4. PART-TIME WORK SCHEDULE.....	17
5. EXCEPTIONS.....	17
III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES.....	19
III.E. ADDITIONAL COMPENSATION	19
1. NIGHT DUTY DIFFERENTIAL.....	19

2.	STANDBY PAY.....	19
3.	CALL BACK PAY	19
4.	AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY	20
5.	LEAD ELECTRICIAN PREMIUM	20
6.	CORRECTIONAL FACILITY PREMIUM	20
7.	HEIGHT PREMIUM	21
8.	ACTING ASSIGNMENT PAY	21
9.	SUPERVISORY DIFFERENTIAL ADJUSTMENT	21
10.	MTA PERFORMANCE/ATTENDANCE INCENTIVES.....	22
11.	SKILLED NURSING FACILITY “PASS THROUGH”	22
III.F.	OVERTIME COMPENSATION	23
III.G.	HOLIDAYS AND HOLIDAY PAY	25
III.H.	TIME OFF FOR VOTING.....	27
III.I.	VOLUNTEER/PARENTAL RELEASE TIME.....	27
III.J.	SALARY STEP PLAN AND SALARY ADJUSTMENTS	28
1.	PROMOTIVE APPOINTMENT IN A HIGHER CLASS.....	28
2.	NON-PROMOTIVE APPOINTMENT	28
3.	APPOINTMENT ABOVE ENTRANCE RATE.....	28
4.	REAPPOINTMENT WITHIN SIX MONTHS.....	29
5.	COMPENSATION ADJUSTMENTS	29
6.	COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT	30
7.	SALARY STEP PLACEMENT FOR EMPLOYEES IN CLASS 7371 ELECTRICAL TRANSIT SYSTEM MECHANIC	31
III.K.	METHODS OF CALCULATION.....	31
III.L.	SENIORITY INCREMENTS	31
III.M.	SICK LEAVE WITH PAY LIMITATION.....	33
III.N.	STATE DISABILITY INSURANCE (“SDI”).....	33
III.O.	WORKERS COMPENSATION	34
III.P.	HEALTH BENEFIT CONTRIBUTIONS	34
1.	EMPLOYEE HEALTH CARE	34
2.	DEPENDENT HEALTH CARE PICK-UP	34
3.	MEDICALLY SINGLE EMPLOYEES	34
4.	DENTAL COVERAGE	34
5.	CONTRIBUTIONS WHILE ON UNPAID LEAVE	34
III.Q.	RETIREMENT.....	34
	PRE-RETIREMENT SEMINAR	35
III.R.	JURY DUTY	35
III.S.	FAIR LABOR STANDARDS ACT	35
III.T.	VACATION	36
III.U.	PILOT WELLNESS INCENTIVE PROGRAM.....	36
ARTICLE IV -TRAINING, CAREER DEVELOPMENT AND INCENTIVES		37
IV.A.	TRAINING, CAREER DEVELOPMENT AND INCENTIVES	37
IV.B.	TUITION AND TRAINING REIMBURSEMENT FUND.....	37
IV.C.	RETRAINING AND EDUCATION CLASSES.....	37
ARTICLE V - WORKING CONDITIONS		38
V.A.	PROTECTIVE CLOTHING	38

V.B. WORK CLOTHING	38
V.C. TOOL INSURANCE	38
V.D. HEALTH & SAFETY	39
V.E. SAFETY EQUIPMENT.....	40
V.F. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM	40
ARTICLE VI - SCOPE.....	41
VI.A. SAVINGS CLAUSE.....	41
VI.B. REOPENER	41
VI.C. ZIPPER CLAUSE.....	41
VI.D. DURATION OF AGREEMENT.....	41
APPENDIX A -- EMPLOYEE TRAINING REIMBURSEMENT PROGRAM.....	A-1
APPENDIX B -- MTA DEPARTMENTAL MOU	B-1
APPENDIX B-1	B-9
APPENDIX B-2	B-10
APPENDIX B-3	B-11
APPENDIX B-4	B-12
APPENDIX C -- MTA INCENTIVE PROGRAMS	C-1
APPENDIX D -- EAP AND PEER COUNSELING PROGRAM	D-1
APPENDIX E -- PAST PRACTICES.....	E-I

ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter Agreement) is entered into by the Director of Human Resources, for and on behalf of City and County of San Francisco, its Boards and Commissions, and on behalf of City Departments including the Municipal Transportation Agency (hereinafter "MTA") pursuant to the exercise of MTA's discretion under Charter Section 8A.104(l) (hereinafter collectively "City") and Local Union No. 6, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Union"). This agreement shall be effective as of July 1, 2001, upon approval by the Mayor, adoption by the Board of Supervisors and ratification of the membership of the Union.

I.A. RECOGNITION

2. The City recognizes International Brotherhood of Electrical Workers Local Union 6, AFL-CIO (IBEW 6) as the exclusive representative of all employees of the City and County of San Francisco assigned to Bargaining Unit 1-L including:

- 6248 - Electrical Inspector
- 6249 - Senior Electrical Inspector
- 6250 - Chief Electrical Inspector
- 6252 - Line Inspector
- 7214 - Electrical Transit Equipment Superintendent
- 7216 - Electrical Transit Shop Supervisor I
- 7229 - Transmission Line Supervisor I
- 7235 - Transit Power Line Supervisor I
- 7238 - Electrician Supervisor I
- 7244 - Power Plant Supervisor I
- 7253 - Electrical Transit Mechanic Supervisor I
- 7255 - Power House Electrician Supervisor I
- 7256 - Electric Motor Repair Supervisor I
- 7257 - Communication Line Supervisor I
- 7273 - Communication Line Worker Supervisor II
- 7274 - Transit Power Line Worker Supervisor II
- 7275 - Telecommunications Technician Supervisor
- 7276 - Electrician Supervisor II
- 7279 - Powerhouse Electrician Supervisor II
- 7285 - Transmission Line Worker Supervisor II
- 7287 - Supervising Electronic Maintenance Technician
- 7308 - Cable Splicer
- 7318 - Electronic Maintenance Technician
- 7319 - Electric Motor Repairer
- 7329 - Electronics Maintenance Technician Assistant Supervisor
- 7338 - Electrical Line Worker
- 7345 - Electrician
- 7363 - Power House Electrician
- 7364 - Power House Operator
- 7365 - Senior Power House Operator
- 7371 - Electrical Transit System Mechanic
- 7380 - Electrical Transit Mechanic, Assistant Supervisor
- 7390 - Welder
- 7408 - Assistant Power House Operator
- 7430 - Assistant Electronic Maintenance Technician
- 7432 - Electrical Line Helper

7480 - Power Generation Technician I
7482 - Power Generation Technician II
7484 - Senior Power Generation Technician
7488 - Power Generation Supervisor
7510 - Lighting Fixture Maintenance Worker
9240 - Airport Electrician
9241 - Airport Electrician Supervisor
9242 - Head Airport Electrician
9354 - Elevator and Crane Technician
9358 - Crane Mechanic Supervisor

and any and all employees assigned to new or different classifications hereafter who perform work within the scope of work covered by this Agreement or are accreted to bargaining Unit 1-L pursuant to the procedures of the Employee Relations Ordinance.

3. The work covered by and subject to the terms and conditions of this Agreement shall be that work that upon execution of this Agreement is currently being assigned to employees in Bargaining Unit 1-L in the classifications heretofore enumerated and/or claimed by IBEW Local 6.

I.B. INTENT

4. This Agreement shall, to the extent its terms address a subject within the scope of bargaining and arbitration pursuant to Charter Section A8.409 *et seq.* supersede and prevail over any contrary ordinance, resolution, rule, charter provision and/or regulation of any agency of the City and County of San Francisco, including the Office of the Mayor, the Board of Supervisors, City Departments and/or City and County Boards or Commissions.

I.C. NO WORK STOPPAGES

5. It is understood and agreed that during the term of this Agreement neither the Union nor any person covered hereunder shall engage in a strike, slowdown or work stoppage against the City and County of San Francisco, nor shall the Union or any person covered hereunder honor any picket line of any other group of City employees who are obliged under a contractual no strike provision or any provisions of the City Charter to refrain from strikes, slowdowns, or work stoppages against the City and County of San Francisco.

I.D. OBJECTIVE OF THE CITY

6. Administrative Code Section 16.215 is incorporated herein and made a part hereof as if set forth in its entirety.

I.E. MANAGEMENT RIGHTS

7. The City and County of San Francisco and its Departments retain all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Service rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include but are not limited to the power, duty and right to: direct the work of employees; hire, promote, demote, transfer, assign and retain employees; suspend or terminate employees for proper cause; relieve employees of duties because of lack of work or funds; establish performance standards and evaluate employees; determine and implement the methods, means, assignments, classifications and

personnel by which its operations are to be conducted; and to initiate, prepare, modify and administer its budget. The City and its Departments have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this paragraph do not conflict with any term or condition of this Agreement.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

8. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
9. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
10. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
11. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

12. a. The Union shall have the right to appoint Stewards who shall be under the direction of the Business Manager of the Union where employees are employed under the terms of this Agreement. The Union shall provide the City with a written list of Stewards and their work locations, and shall notify the City of any changes in the designation of Stewards.
13. b. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.
14. c. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances.
15. d. Stewards shall be provided with access to a room, without unreasonable delay, to investigate and process grievances and appeals at the MTA.

I.G. AGENCY SHOP

1. Application

16. For the term of this Agreement, all current and future employees of the City subject to the terms and conditions of this Agreement, except 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 agency fee to the Union. Such agency fee shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The agency fee payment shall be established annually by the Union, provided that such agency shop 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.

2. Religious Exemptions

17. Any employee in a classification covered by this Agreement, 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 objections satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

3. Payroll Deductions

18. a. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions for the Union. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.
19. b. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over the Union all sums withheld for membership or service fees.
20. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, and any special membership assessments, and through that system, may make changes as may be required from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

4. Service Fees

21. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for

termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

5. Employee Lists

22. a. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted.
- b. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the City shall provide such list on computer diskette or other electronic medium. All reasonable costs associated with such request shall be paid to the City by the Union.
23. c. 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.

6. Financial Reporting

24. 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 will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

7. Indemnification

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

8. New Hires

26. The City agrees to provide the Union with the names and classifications of newly hired employees on a quarterly basis. The City will provide such new employees with information regarding the Union and agency shop.

9. Data

27. The City will provide the Union the following data, for each employee in the covered classifications, on a quarterly basis within legal and reasonable administrative constraints.
1. Name;
 2. Employee Number;
 3. Department and Section;
 4. Current Classification.
28. Upon written request, the City agrees to provide to the Union, on an annual basis, gender information by job classification.

29. The City will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

I.H. GRIEVANCE PROCEDURE

30. Any disputes arising between the Union and the City involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein.
31. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and shall be filed in writing with the management official designated within fourteen (14) working days of formal written notice to the Union of the proposed discipline or discharge.
32. Contract grievances not involving suspension or discharge, may be filed at either Step 3 or Step 4 as appropriate within thirty (30) working days of the date of the events giving rise to the grievance, or within thirty (30) working days of the date the City/Union should reasonably have knowledge of the events giving rise to the grievance.
33. Time limits contained herein are procedural in nature and may be mutually waived by the parties.

Procedural Steps

34. a. Step 1: An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step without the formal intervention of the Union or the Director of the Employee Relations Division (ERD) shall not impair the position of either the Union or the Director of ERD in any subsequent dispute between the City and the Union which advances beyond this step.
35. b. Step 2: All grievances involving disciplinary suspension or discharge and any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and served on the designated management official within fourteen (14) working days. In the event that the Union and the designated management official are unable to resolve the dispute within fourteen (14) working days, either party may move the dispute to Step 3.
36. c. Step 3: Grievances not satisfactorily resolved at Step 2 shall be moved to the Appointing Officer for resolution within fourteen (14) working days. In the event that the dispute is not resolved at the Appointing Officer level within ten (10) working days either party may move the dispute to Step 4.
37. d. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the Employee Relations Director within fourteen (14) working days of receipt of the Appointing Officer's decision. The Employee Relations Director shall review the appeal and may issue a decision no later than twenty (20) working days following the receipt of the appeal.

38. If the decision of the Employee Relations Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate.

Selection of the Arbitrator

39. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Service.
40. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
41. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
42. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties. Costs of the parties transcripts and representation shall be borne by each party.

Discipline/Discharge

43. a. Probationary Employees:
Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual on account of race, color, creed, sex, religion, national origin, sexual preference, accommodatable physical or mental handicap or union activities.
44. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
45. b. Non-Probationary Employees:
Permanent non-probationary employees and provisional employees who have served the equivalent of a probationary period may not be disciplined without just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand and/or employee evaluation may not be used to support a disciplinary action.
46. c. Union Representation
No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee who requests the presence of a steward and/or other Union representative at

such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of his/her right to Union representation at such interview.

- d. "Skelly" Rights
47. Any permanent non-probationary employee subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:
48. (1) Notice of the proposed action;
49. (2) The reasons for the proposed action; and
50. (3) A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
51. (4) With respect to any permanent non-probationary employee covered by this agreement, no discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least seven (7) work days in advance of the date such discipline is to take effect.

II. SENIORITY

52. The parties agree that there shall be two types of seniority recognized for departmental operating purposes:
53. 1. City Seniority: the date of commencement of continuous city service.
54. 2. Classification Seniority: the date of certification from a Department of Human Resources eligible list to a permanent position. Temporary seniority shall not be considered.
55. In the event that two or more employee's seniority begins on the same date seniority shall be determined in accordance with Civil Service Rule 121.2.
56. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.
57. MTA and the Union may, upon the request of either party, modify the existing MOU rules regarding breaking seniority list ties.
58. As such seniority lists relate to those bids contained within the Departmental MOU, any modification must be by mutual agreement and in writing.

I.J. BULLETIN BOARDS

59. Reasonable space as may be mutually agreed between the parties shall be allowed on bulletin boards for use by the Union to communicate with employees. The parties further agree that all posted materials shall identify the author, be neatly displayed and shall be removed when no longer timely.

I.K. POSTING OF VACANCIES

60. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than ten (10) calendar days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall be in standard announcement format. The posting of notices or announcements shall be subject to the grievance procedure. The appointment to the announced position shall not be subject to the grievance procedure.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

61. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment.
62. A complaint of discrimination may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.

II.B. PERSONNEL FILES

63. 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. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.
64. Each employee shall have the right to review the contents of her/his 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.
65. 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.
66. 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 sealed, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
67. 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.

68. 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.C. PROBATIONARY PERIOD

69. The probationary period shall be 125 regular work days of service, except for those classes listed below which shall be 250 regular work days of service, as defined and administered through the Civil Service Commission:

- 6248 Electrical Inspector
- 6249 Senior Electrical Inspector
- 6250 Chief Electrical Inspector
- 6252 Line Inspector
- 7214 Electrical Transit Equipment Supervisor
- 7216 Electrical Transit Shop Supervisor I
- 7229 Transmission Line Supervisor I
- 7235 Transit Power Line Supervisor I
- 7238 Electrician Supervisor I
- 7244 Power Plant Supervisor I
- 7253 Electrical Transit Mechanic Supervisor I
- 7255 Power House Electrician Supervisor I
- 7256 Electric Motor Repair Supervisor I
- 7257 Communication Line Supervisor I
- 7273 Communications Line Worker Supervisor II
- 7274 Transit Power Line Worker Supervisor II
- 7275 Telecommunications Technician Supervisor
- 7276 Electrician Supervisor II
- 7279 Powerhouse Electrician Supervisor II
- 7285 Transmission Line Worker Supervisor II
- 7287 Supervising Electronic Maintenance Technician
- 7488 Power Generation Supervisor
- 9241 Airport Electrician Supervisor
- 9242 Head Airport Electrician

The Appointing Officer and the Union may extend the duration of the probationary period by mutual consent.

II.D. TRAVEL REIMBURSEMENT

1. Travel Expense

70. a. Employees who reside within the City and County of San Francisco and are assigned to work at the following locations shall be reimbursed for travel expenses to and from these locations in the amount specified per day:

<u>Work Location</u>	<u>Daily Expense</u>
San Francisco International Airport	\$2.30 per day
Sharp Park	\$2.30 per day
Millbrae	\$2.00 per day
Sunol	\$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 Civil Service Commission stating that their legal residence is at a particular address in the City and County of San Francisco.

2. Use of Private Automobile on City Business

- 71. a. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.
- 72. b. Employees using their own vehicle for City business at the request of the employer or the employer's representative shall be reimbursed for mileage at the rate allowed by the IRS and for all necessary parking and toll expenses.
- 73. c. The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.
- 74. d. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and shall receive the mileage allowance in accordance with the IRS allowance:
 - 6248 Electrical Inspector
 - 6249 Senior Electrical Inspector
 - 6250 Chief Electrical Inspector
- 75. e. Employees regularly assigned to work locations outside of the City and County of San Francisco who are required to transport themselves to a location more than 30 minutes travel time from their regularly assigned location, shall not be required to travel on their own time as to that portion of the trip which exceeds 30 minutes.

II.E. SUBSISTENCE PAY

- 76. Employees shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.32, seven (7) days a week, for room and board for such period as the employee is required to live away from the employee's place of residence. Such maintenance shall not be considered as wages and shall be paid by separate check.

II.F. COMPLIANCE WITH CODES

77. All work performed by employees covered by this a Agreement shall conform to all applicable codes.

II.G. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

78. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the fee for the renewal of such certificate, registration or license. This provision shall not apply to a class "C" drivers license.

II.H. FINGERPRINTING

79. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

II.I WORKFORCE REDUCTION

1. Obligation to Meet & Confer on Employee Workloads

80. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.
81. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads, in the event the Union alleges that the reduction in force will result in unsafe or unhealthful working conditions.
82. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relation Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

83. 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," or intermittent 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.

3. Layoff Procedures

84. 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.J. 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:
- (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
 - (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 - (5) questions relating to the effect on individual worker productivity by providing labor saving devices.
88. 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

89. 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.
90. 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.
91. 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

92. 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%

93. All base wage increases shall be rounded to the nearest salary grade. Wage rates are set forth in Attachment A.

94. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Wage Adjustments

95. Effective July 1, 2001, 1.5% wage adjustments will be made to the listed classes as follows:

7338 Electrical Line Worker
7371 Electric Transit System Mechanic
7390 Welder
7480 Power Generation Technician
7482 Power Generation Technician II
7484 Senior Power Generation Technician
7488 Power Generation Supervisor

96. Effective July 1, 2001, 5% wage adjustments will be made to the listed classes as follows:

7244 Power Plant Supervisor I
7364 Power House Operator
7365 Senior Power House Operator
7408 Asst. Power House Operator
7510 Light Fixture Maintenance Worker

97. Effective July 1, 2002, 5% wage adjustments will be made to the listed classes as follows:

7244 Power Plant Supervisor I
7364 Power House Operator
7365 Senior Power House Operator
7408 Asst. Power House Operator
7480 Power Generation Technician
7482 Power Generation Technician II
7484 Senior Power Generation Technician
7488 Power Generation Supervisor

Internal Adjustment for Class 9241 Airport Electrician Supervisor

98. Class 9241 Airport Electrician Supervisor shall receive an internal adjustment of 3.5% effective July 1, 2001 to ensure that the classification maintains a 5% differential in base wage below the class 9242 Head Airport Electrician.

Class 7371 Electric Transit System Mechanic Deep Class

99. Effective July 1, 2002, class 7371 Electric Transit System Mechanic shall receive a 5% wage adjustment, subject to the following:
100. The Union and MTA shall meet and confer in good faith, and shall implement any agreement reached, during the term of the 2001-2003 MOU to create a deep class 7371 Electric Transit System Mechanic which will cover duties that encompass the full servicing of LRV's "coupler to coupler" and trolley's "bumper to bumper." Eligibility for wage increases within class 7371 shall require demonstrated proficiency for movement from step to step and additional formal education and training to progress to additional "deep step" wage rates attached to the classification.
101. In the event the parties reach agreement regarding a new deep class and their agreement is implemented on or before July 1, 2002, the 5.0% internal adjustment set forth herein shall be integrated into the new deep class step structure and made applicable to class members in accordance with the agreed upon rules and regulations governing step advancement within the new deep class.
102. The arbitrator shall retain jurisdiction over implementation of the good faith meet and confer obligations contained in this provision and, upon request of either party, to resolve any disputes over:
- a. The number of steps in the deep class and/or
 - b. The wage rates that will apply to an agreed upon deep class and/or
 - c. The placement of existing employees within the new step structure.
103. The arbitrator shall not exercise jurisdiction to resolve disputes between the parties regarding establishment of any deep classification other than those issues set forth in (a), (b), or (c) above.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

105. Unless otherwise provided in this Agreement, a "normal work day" is a tour of duty of eight (8) hours completed within not more than nine (9) hours. The normal work week for employees covered by this agreement is 40 hours.

2. FLEX-TIME SCHEDULES

106. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

3. ALTERNATE WORK SCHEDULES

107. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full-time work weeks of less than five (5) days, work days of less than eight (8) hours, or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

4. PART-TIME WORK SCHEDULE

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

5. EXCEPTIONS

109. a. The 20-20 Educational Program.
110. b. Specially funded training programs approved by the Department of Human Resources.
111. c. Educational and Training Courses. Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
112. d. Work schedule – Remote Locations. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedule” for such operations.
113. e. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

114. 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.
115. 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.
116. f. Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
117. g. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
118. (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.
119. 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.
120. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
121. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
122. (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.
123. (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.

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedule

124. 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.

2. Part-Time Work Schedules

125. 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

1. NIGHT DUTY DIFFERENTIAL

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

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

2. STANDBY PAY

128. When employees in classifications covered by this Agreement are required by the employee's appointing officer to stand by and be instantly available on call for emergency service and the department furnishes said employee with a "beeper" for notification purposes, such employee shall be paid ten percent (10%) of the employee's regular straight time pay for the period of standby service.

3. CALL BACK PAY

129. Employees (except those employees residing at remote locations in city-supplied housing, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

4. AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY

130. Eligible employees at the San Francisco Airport who are assigned by the appointing officer or designee to be on a rotational pager assignment, shall be paid \$30.00 per day when performing such assignment. In addition, if applicable, response to a page by phone or response to an inquiry by phone, whether the employee is on pager assignment or not, shall be paid at a minimum of one quarter hour worked or actual time spent, whichever is greater.
131. An employee who is required to return to work shall be granted a minimum of four (4) hours compensation at the applicable overtime rate.
132. Rotational pager assignment may not be required of an employee during an employee's vacation and/or the continuous days off before/after any vacation.

5. LEAD ELECTRICIAN PREMIUM

133. Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$9.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order material or to take the lead on any job when at least two employees in the same classification are working together and one acts as the lead.

7318	Electronic Maintenance Technician
7319	Electric Motor Repairer
7338	Electrical Line Worker
7345	Electrician
7363	Powerhouse Electrician
7371	Electrical Transit System Mechanic
9240	Airport Electrician

134. Effective July 1, 2002, the rate shall be \$10 per day. Employees are not eligible to receive both Lead Electrician Premium and Acting Assignment Pay.

6. CORRECTIONAL FACILITY PREMIUM

135. A premium of \$1.50 per hour will be paid to Class 7345 and related classes working in a secured and restricted areas of the correctional facilities listed below:
- a. County Jail #3 in San Bruno
 - b. Youth Guidance Center:
 - (a) 375 Woodside, San Francisco and
 - (b) Log Cabin Ranch in LaHonda
 - c. Hall of Justice in San Francisco
 - d. San Francisco General Hospital
 - e. County Jail #7
 - f. County Jail #8

136. This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime. The premium applies only to actual hours worked in restricted/secured areas.

7. HEIGHT PREMIUM

137. Any employee required to work from trusses, towers, swinging scaffolds, bos'n chairs, cranes and crane rigging (other than Class 9354), temporary staging or unguarded structures at a height of thirty (30) feet or more from the ground, water or supporting structure, shall receive \$.75 per hour over the regular rate of pay for hours so worked. This premium pay shall also apply to employees working under piers and working out of boats or barges.

8. ACTING ASSIGNMENT PAY

138. a. Employees assigned by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
- (1) The assignment shall be in writing.
 - (2) The position to which the employee is assigned must be a budgeted position.
 - (3) The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive working days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
139. An employee who believes he/she is performing a substantial portion of the duties and responsibilities of a higher classification, even though one or more of the above-stated conditions are not met, shall be entitled to file a claim for out-of-class pay with the department head. Denials for acting assignment pay shall be subject to the grievance procedure.
140. b. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
141. c. Requests for classification or reclassification review shall not be governed by this provision.

9. SUPERVISORY DIFFERENTIAL ADJUSTMENT

142. The Department of Human Resources is authorized to adjust the compensation of a supervisory employee if:

- 143. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;
- 144. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
- 145. 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;
- 146. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
- 147. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.
- 148. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
- 149. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
- 150. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
- 151. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
- 152. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.
- 153. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

10. MTA PERFORMANCE/ATTENDANCE INCENTIVES

- 154. Consistent with Charter Section 8A.100, the Municipal Transit Authority (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals and shall be compensated as set forth in Appendix C.

11. SKILLED NURSING FACILITY "PASS THROUGH"

- 155. 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 to July 31 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:

156. 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.
157. 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, August 1, and terminate July 31 of each fiscal year for which funds are available.
158. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.
159. This premium shall continue only to the extent and for the time period provided by State legislation.

III.F. OVERTIME COMPENSATION

160. 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.
161. Employees working in classifications that are designated in Article II of this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
162. There shall be no eligibility for an 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.

163. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computer a work week for overtime purposes.
164. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.
165. 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.
166. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half pursuant to the provisions herein.
167. 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 overtime 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.
168. 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.

1. OVERTIME & SHIFT PRACTICES

169. The parties agree that, except as specifically referenced herein for all departments except Department of Public Transportation, all current shift and overtime practices shall remain in effect for the duration of the Agreement. Unless changed by mutual agreement by the Union and the affected department.

2. RECORDATION OF OVERTIME

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

III.G. HOLIDAYS AND HOLIDAY PAY

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

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

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

1. HOLIDAYS THAT FALL ON A SATURDAY

176. 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 Administrative Code Section 16.4. Those employees who work on a Friday that 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.

2. HOLIDAY COMPENSATION FOR TIME WORKED

177. Employees required by their respective appointing officers to work on any of the above designated or observed 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 (i.e. 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked. 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.
178. 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.

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

179. 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.
180. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

4. HOLIDAY PAY FOR EMPLOYEES LAID OFF

181. 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.

5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

182. 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.

6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

183. a. 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.
184. b. 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 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.

185. c. 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.

7. FLOATING HOLIDAYS

186. Covered employees are granted three (3) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. 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.

8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

9. FURLOUGH DAYS

188. Covered employees shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.

III.H. TIME OFF FOR VOTING

189. 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. VOLUNTEER/PARENTAL RELEASE TIME

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

III.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

193. An employee following completion of six months of continuous service who is appointed to a position in a higher classification deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

194. 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 compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

195. 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 compensation schedule and shall not be above the maximum of the salary range of the promotive class.

196. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.

2. NON-PROMOTIVE APPOINTMENT

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

3. APPOINTMENT ABOVE ENTRANCE RATE

198. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation grade under any of the following conditions:

1. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in the appointee's former classification.

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

3. A severe, easily demonstrated and documented recruiting and retention problem exists.
4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

4. REAPPOINTMENT WITHIN SIX MONTHS

199. 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.

5. COMPENSATION ADJUSTMENTS

a. Prior Fiscal Year

200. 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.

201. 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.

b. Salary Increase in Next Lower Rank

202. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule 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.

203. 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 compensation schedule higher than the protected salary of the employee.

c. Flat Rate Converted to Salary Range

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

6. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

a. Transfer

205. 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.

b. Reemployment in Same Class Following Layoff

206. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

c. Reemployment in an Intermediate Class

207. 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.

d. Reemployment in a Formerly Held Class

208. 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.

7. SALARY STEP PLACEMENT FOR EMPLOYEES IN CLASS 7371
ELECTRICAL TRANSIT SYSTEM MECHANIC

209. Effective July 1, 1999, all new employees appointed to Class 7371 Electrical Transit System Mechanic, who have not previously held a position in former classes 7379 Electrical Transit Mechanic and/or 7409 Electrical Transit Service Worker, shall enter at Step 1 of the salary schedule.
210. Exceptions:
211. 1. Entrance at Step 5
- a. Permanent and provisional incumbents in prior Class 7379 Electrical Transit Mechanic.
 - b. Provisional incumbents in prior Class 7409 Electrical Transit Service Worker on eligible list ID# CPE-018 for prior Class 7379 Electrical Transit Mechanic.
212. 2. Entrance at Step 4
- a. Permanent incumbents in prior Class 7409 and not on eligible list ID# CPE-018 for prior Class 7379 Electrical Transit Mechanic.
 - b. Provisional incumbents in prior Class 7409 Electrical Transit Service Worker not on eligible list ID# CPE-018 with greater than six (6) months of continuous service.
213. 3. Entrance at Step 2
- a. Provisional incumbents in prior Class 7409 Electrical Transit Service Worker not on eligible list ID# CPE-018 with less than six (6) months of continuous service.

III.K. METHODS OF CALCULATION

BI-WEEKLY

214. 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.

PER DIEM OR HOURLY

215. 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.L. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

216. Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

217. 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.

STEP ADVANCEMENT IN CLASS 7371 ELECTRICAL TRANSIT MECHANIC

218. a. Incumbents in Class 7371 Electrical Transit Mechanic shall advance to the next successive salary step upon satisfactory completion of the proficiency in-grade examination consistent with the proficiency level as appropriate. Each skill level is equivalent to one (1) salary step, with the maximum not to exceed the maximum step of the salary range.
219. b. If the Municipal Transportation Agency (“MTA”) fails to provide training or testing consistent with the proficiency in-grade examination plan, incumbents in Class 7371 will advance to the next step in the salary range with a minimum of six (6) months of service at the current step.

3. DATE INCREMENT DUE

220. Increments shall accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.

4. EXCEPTIONS

221. 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.
222. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
223. (1) An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
224. (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.

225. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
226. (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.
227. 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.
228. (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.M. SICK LEAVE WITH PAY LIMITATION

229. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

III.N. STATE DISABILITY INSURANCE ("SDI")

230. Employees covered by this Agreement shall be enrolled in the State Disability Insurance ("SDI") program.
231. The payment of sick leave pursuant to Rule 120 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of her/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

III.O. WORKERS COMPENSATION

232. 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.P. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE

233. Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. Subsequent City contributions will be set pursuant to the Charter.

2. DEPENDENT HEALTH CARE PICK-UP

234. The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

3. MEDICALLY SINGLE EMPLOYEES

235. 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.

4. DENTAL COVERAGE

236. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
237. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

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

III.Q. RETIREMENT

239. The City shall pick up the full amount of the employee's contribution to retirement. (8% of pension-covered gross salary for old plan SFERS full rate members; 7.5% of pension-covered gross salary for new plan full rate SFERS members.)

240. 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.
241. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

PRE-RETIREMENT SEMINAR

242. 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.
243. 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.
244. All such seminars must be located within the Bay Area.
245. This section shall not be subject to the grievance procedure.

III.R. JURY DUTY

246. 1. An employee shall be excused from work on a work day on which she/he performs jury service, providing she/he gives prior notification to her/his supervisor.
247. 2. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.
248. 3. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

III.S. FAIR LABOR STANDARDS ACT

249. To the extent that this agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

III.T. VACATION

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

III.U. PILOT WELLNESS INCENTIVE PROGRAM

251. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
252. 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.
253. 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.
254. 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

255. 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.
256. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

ARTICLE IV -TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

257. Represented employees shall be on paid status when assigned to attend required educational programs.
258. Subject to the following conditions, the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours:
259. All training/course work must be approved in advance, in writing by management;
260. Requested training/course work must be beneficial to needs of the department and the performance of duties consistent with the employee's current classification;
261. Prior to reimbursement the employee must provide proof of successful completion of the training/course, and;
262. Departments reserve the right to request employees demonstrate proficiency in training/course material within thirty (30) days of completing the training/course.

IV.B. TUITION AND TRAINING REIMBURSEMENT FUND

263. The City agrees to allocate \$5,000.00 to a Tuition and Training Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement. The provisions of the Reimbursement Fund are attached as Appendix to this agreement.
264. If any portion of the allocated funds under either section remain unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year not to exceed \$7,500.00 and available to be expended.

IV.C. RETRAINING AND EDUCATION CLASSES

265. When the Appointing Officer of a particular classification represented by the Union requires an employee to attend retraining classes or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits.

ARTICLE V - WORKING CONDITIONS

V.A. PROTECTIVE CLOTHING

266. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge.

V.B. WORK CLOTHING

267. The City agrees to continue the current practice of providing protective work clothing to employees in classifications, 7371 Electrical Transit System Mechanic, 7380 Electrical Transit Mechanic Assistant Supervisor, 7319 Electric Motor Repairer, 7430 Assistant Electronic Maintenance Technician, 7308 Cable Splicer, 7338 Electrical Line Worker, 9240 Airport Electrician, 9354 Elevator and Crane Technician, 7345 Electrician, 7318 Electronic Maintenance Technician, 7390 Welder, 7510 Lighting Fixture Maintenance Worker, 6248 Electrical Inspector, and 6249 Senior Electrical Inspector.

268. Employees in the above mentioned classes will be provided five (5) sets of coveralls, shop coats or other protective clothing as agreed upon by the individual department and the Union. A lesser number of sets of protective work clothing may be mutually agreed upon for specific classifications by the Union and individual departments. The cost of the protective work clothing, laundry of the same, shall be paid by the City. Where the parties agree to provide reimbursement in lieu of providing protective work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash work clothing allowance which shall be no less than \$125.00 per year. In all cases where protective work clothing has been provided, the employee shall be required to wear such clothing during the performance of their duties.

269. When employees working in classifications covered by the terms of this MOU are performing their normal work duties in the rain, they shall be provided adequate foul weather gear.

V.C. TOOL INSURANCE

270. 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:

271. 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.

272. 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.

273. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools to his/her appointing 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.

274. 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.
275. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
276. 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.
277. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
278. 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.
279. 6. In case of damage due to fire, the requirements of Section E above shall be followed with the exception that verified reports need not be filed with the police.
280. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus ten dollars (\$10.00).
281. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

V.D. HEALTH & SAFETY

282. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.
283. 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.
284. 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.

285. If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee reassignments, 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.
286. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.
287. 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 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.
288. After receipt of the appeal, the Appointing Officer will contact the Union within 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.
289. 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.
290. 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.

V.E. SAFETY EQUIPMENT

291. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
292. The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses may at the discretion of the Appointing Officer, be provided with prescription safety glasses.

V.F. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM

293. Services provided to covered employees as outlined in Appendix D.

ARTICLE VI - SCOPE

294. The parties recognize that recodifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
295. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

VI.A. SAVINGS CLAUSE

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

VI.B. REOPENER

297. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits

VI.C. ZIPPER CLAUSE

298. 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.
299. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

VI.D. DURATION OF AGREEMENT

300. 1. 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.
301. 2. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter section A8.409.4 shall be the date that the board issues its decision.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2001.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Andrea R. Gourdine
Director, Human Resource Services

John J. O'Rourke
Business Manager, Financial Secretary

Geoffrey L. Rothman
Director, Employee Relations Division

Kevin Hughes
Assistant Business Manager

Martin Gran
Lead Negotiator

APPROVED AS TO FORM:
LOUISE H. RENNE, CITY ATTORNEY

Linda Ross
Chief Labor Attorney

APPENDIX A

EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

1. WHO MAY APPLY FOR REIMBURSEMENT

- A. Any employee or officer holding regular appointment to a full-time, permanent position within the City service and who has served a minimum of one (1) year continuous permanent service in any class immediately prior to receipt of application, may apply for tuition reimbursement in accordance with the provisions of this rule and the provisions of the Administrative Code.
- B. Applications for reimbursement shall be prepared in duplicate on a special form provided by the Department of Human Resources. The original of such form shall be forwarded to the Department of Human Resources, and a copy shall be retained by the employee. Such application for reimbursement shall be made prior to the date of enrollment in the course and if approved by the Human Resources Director, reimbursement shall be subject to successful completion of the course and availability of funds.

2. TRAINING FOR PROMOTION OR ADVANCEMENT

- A. An eligible employee or officer may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the Charter, the employee or officer shall be reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.
- B. No reimbursement shall be made if the employee or officer is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

- A. An eligible employee or officer may apply to the Department of Human Resources through the appointing officer for reimbursement in a training course given by an accredited educational institution during or outside working hours for the purpose of improving performance in the present classification.

- B. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. The Department of Human Resources shall be the judge of whether such training meets the criteria of improving performance in the employee's present job, and whether the training can be provided through available in-service activities. Subject to the budgetary and fiscal provisions of the Charter, the employee or officer shall be reimbursed for tuition, supplies, books, and other fees for such course if attendance has been approved in advance, and funds have been appropriated and are available. If attendance is during regular hours, it shall be considered a duty assignment for the purpose of payment of salary. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED

The Department of Human Resources or Human Resources Director shall be the judge of whether an educational institution is properly accredited for the purpose of this rule. The appointing officer shall consider the employee's record of performance in making recommendations.

APPENDIX B – MTA DEPARTMENTAL MOU

By and Between IBEW Local 6 and the Municipal Transportation Agency (“MTA”) of the City and County of San Francisco

It is agreed by and between IBEW Local 6 and the Municipal Transportation Agency (“MTA”) that upon approval by the Department of Human Resources, Mayor and Board of Supervisors, of this departmental M.O.U. regarding vacation scheduling, overtime bidding, transfers and shift assignment bidding within the MTA that the policies contained herein shall remain in full force and effect from and after July 1, 2001, until and unless modified, changed or terminated.

A. Labor-Management Committee

The parties to the IBEW Local 6/MTA M.O.U. regarding vacation scheduling, overtime bidding, transfers and shift bidding recognize that these policies may require adjustment from time to time as experience reveals improvements that may be implemented to the mutual advantage of both Management and IBEW Local 6 represented employees.

To that end, the parties agree that they shall establish a Labor-Management Committee composed of two (2) representatives of IBEW Local 6 and two (2) representatives of the MTA. The Committee shall meet at least quarterly, and more often upon mutual agreement to do so, to monitor and evaluate the implementation and the affects of execution of the aforementioned policies. The parties may establish more informal meeting arrangements.

Based upon the Committee’s review, the Committee shall be empowered upon mutual agreement of its members, to change or modify the timing provisions set forth in paragraphs 1, 4, 5 and 7 of the Shift Bidding provisions and paragraphs 1, 3, and 5 of the Division Transfer Bidding provisions of the aforementioned policies without the necessity of ratification of IBEW Local 6 membership and without ratification of the Department of Human Resources, Mayor, Board of Supervisors or MTA Board of Directors as the Committee deems appropriate.

The Parties agree that the transfer policy shall not include transfers into or out of overhead lines, motive power and the building and grounds units contained in Appendix C., and that each such unit may maintain its current practices regarding vacation scheduling and overtime and shift bidding regardless of anything in the M.O.U. to the contrary.

B. Shift Bidding

1. No less than once each year each shift (including days off) within each bid unit described in Appendix C. shall be open to bid. This provision shall not preclude the scheduling of additional shift bidding periods within particular bid units upon mutual agreement of Management and the Union. The annual shift bidding period required herein shall be integrated with transfer bidding in order to effect transfers and shift selections in a single integrated process at least once annually.
2. Employees eligible to bid shall include all employees in the classifications listed in Appendix B., excluding first line supervisors and above, but including Class 7380.

3. Bids subject to this provision shall be awarded in accordance with classification seniority as defined in Section 8 of the IBEW/CCSF Citywide M.O.U. unless subject to any exception contained herein.
4. At the time set by Management for the annual transfer/shift bidding period, the supervisor of each unit shall post for one (1) week the shifts, and the number of employees in each classification to fill such shifts as well as the days off assigned each shift, so that full-time, employees described in 2. above may submit their choices of shifts and days off. Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.
5. Assignments shall become effective two weeks after the end of the posting period (or at the nearest commencement thereto of the next pay period) and shall be awarded in accordance with 3. above, except that Management may deny or delay bids that effect special projects or which require special skills or specific experience related to a specific job.
6. Management by entering into this agreement does not waive its right to determine the number of shifts, the number of positions to be allocated to each shift, and the classifications of employees to fill such shifts which in Management's sole determination it deems necessary to carry out the mission of the Department.
7. Management shall retain the right between posting periods to change an employee's shift temporarily (not to exceed an aggregate of six (6) weeks unless mutually agreed upon between the employee and Management) for training purposes or on account of unexpected operational demands. In the case of changed operational demands requiring permanent shift changes, Management shall attempt to meet its requirements to change employees' shifts, first, through solicitation of volunteers, thereafter, by assignment by inverse seniority in the event insufficient voluntary shift changes are made to meet operational demands. Any person whose shift is changed involuntarily shall not be subject to the twenty-four (24) month exclusion rule contained in the transfer procedures notwithstanding that such employee may have been effected a successful transfer bid within twenty-four (24) months preceding an involuntary shift change pursuant to this provision.

C. Transfer Bidding

Division Transfer Bidding

1. There shall be an Agency-wide (external) bidding system to effect transfer of Employees once every twelve months.
2. Employees within the classifications listed in Appendix B excluding those in first line supervisor classes or above, but including Class 7380 Employees shall be eligible to transfer between divisions specified in Appendix A; provided however there shall be no right to transfer into or out of the digital or Electronics shops.
3. No more than ten percent (10%) of the eligible employees (rounded to the nearest whole person, but in no event less than 1 person) within a classification may have a transfer bid awarded in any one (1) year.

4. Transfers shall be awarded on the basis of classification seniority subject to the Employee's demonstrating that he/she is or becomes proficient in the job after on-the-job training not to exceed four (4) weeks. The Agency shall make a good faith effort to assist Employees to achieve proficiency. Any Employee who has not, in the opinion of management, achieved proficiency may be reassigned by management to another job. Management's determination of proficiency shall not be subject to the grievance procedure. An Employee who is reassigned, notwithstanding 5. below, shall not lose the right to bid in the next succeeding annual transfer bidding process.
5. Employees who successfully bid and who at thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.
6. If the Agency determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of Employees entering or leaving such unit, subject to review at the Union's request pursuant to the grievance procedure.
7. An employee is ineligible to exercise a bid, if such employee has been disciplined by suspension or more within the one (1) year period immediately preceding the opening of the application filing period.
8. Employees displaced by operation of the transfer bidding system, if any, shall be displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by classification seniority order.
9. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
10. Employees described in 8. above shall bid into the Units where vacancies described in 9. above are determined to exist. Bids by such Employees shall be awarded in accordance with classification seniority.
11. No person who is required to bid in accordance with 8. through 10. above shall be deemed to have exhausted his/her right to transfer nor shall he/she be subjected to a twenty-four (24) month preclusion period as described in 5. above.
12. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, shifts and the assignment of regular days off in a single integrated procedure.

D. Vacancy Bidding

1. Except as noted below, all new or vacant positions shall be subject to employee bids before employees from the outside are hired to fill any such new or vacant positions.

2. Eligible employees shall be those employees within the division (as defined in Appendix C) where the new or vacant position is available and who are assigned the same classification as the new or open positions.
3. Vacancies as described in Item 1 above shall be posted in the divisions where such vacancies occur for a period of five (5) working days.
4. Bids for eligible employees must be filed within five (5) working days from the initial date of posting.
5. Open positions shall be awarded on the basis of classification seniority.
6. Exceptions may be made for training purposes or if the operation of this provision would negatively impacts service reliability, service standards or employee safety.
7. This procedure shall not apply to open or new positions existing at the time of the regular transfer and shift bidding periods. At such times, open or new positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift bidding procedures.
8. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

E. Anti-Nepotism Policy (MTA Service-Critical Classifications Only)

No employee of the Municipal Transportation Agency (“MTA”) shall knowingly sign up or bid for an assignment that reports directly to or directly supervises the employee’s spouse, domestic partner, parent or child. MTA management shall not knowingly assign an employee to such a position. If an employee is in such a position on July 1, 2001, or, if changes occur that cause an employee to be in such a position during the term of this agreement (including but not limited to organizational restructuring, changes in familial relationships or changes in reporting relationships caused by operation of the Civil Service Commission Rules) the following shall occur: the first represented employee of the two affected employees who has an opportunity to sign up, bid for, or be assigned to a different assignment shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service Commission Rules.

This provision shall be effective only in the event that the same language is accepted by TWU 250-A, TWU 200 and Automotive Machinists Local 1414.

F. Work Schedules – Motive Power

Upon written request by the Union, the MTA shall meet with the Union to discuss revisions to shift procedures for covered employees working at Motive Power.

G. Each and every provision of this M.O.U. shall be subject to the following:

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 not be interpreted, administered or applied in any manner inconsistent with such legal requirements. The City reserves the right to take any action necessary to comply therewith.

H. Vacation Scheduling

Once each calendar year, vacation sign-up will be open within each vacation bid unit in accordance with Appendix D and shall apply to classifications listed in Appendix B. The sign-up period shall be held in each unit between December 1 and February 28 and bidding for vacation time shall be open for thirty consecutive days. The vacation bid period shall be for 12 consecutive months and shall begin thirty days after the end of the sign-up period.

Employees within a given bid unit shall bid for and be awarded vacation in accordance with City seniority as defined in the Citywide MOU between CCSF and IBEW Local 6; provided however that vacation subject to this provision shall be bid for at least 5 consecutive days. Management reserves the right to make changes after the close of the bid period to meet emergency situations or major operational demands unforeseen during the sign-up period. In such cases the Union shall be notified either before the change or as soon as possible.

Management shall determine the conditions under which the schedule is established prior to its posting, and shall submit these conditions to the Union at least fourteen days prior to the beginning of the posting period in order to allow the Union to meet and consult with Management over any concerns. While Management may not arbitrarily disregard Union suggestions, the final schedule and its accompanying conditions are not subject to the grievance procedure. Once such schedule and conditions are posted, they shall remain in effect unless Management proposes changes to them at which time the Union shall be notified.

The final vacation schedule shall be available to all unit members. Employees not bidding during the thirty-day period may schedule vacation on a first come, first served basis, subject to the approval of Management.

An employee who voluntarily changes units during the vacation year may lose his/her vacation preference during that year if Management deems such preference or a portion thereof to impede efficient operations. Such employee may take vacation subject to the approval of management.

An employee who involuntarily changes units during the year shall maintain his/her vacation preference regardless of any conflict which may result unless he/she voluntarily changes any period of his/her vacation at the request of Management.

Nothing herein shall preclude Management and an employee from mutually agreeing to vacation periods of less than five (5) days, providing such agreement does not prejudice the right of employees who have bid in conformity with those procedures.

I. Overtime

Regular Overtime. Regular overtime shall consist of scheduled and unscheduled overtime.

1. There shall be established a master seniority list by classification designated in Appendix B, for each unit described in Appendix C.
2. Regular overtime shall be distributed in accordance with the principle of equitable distribution of overtime opportunities.
3. Management shall fill regular overtime requirements by rotation through the classification seniority list.
4. An overtime log shall be kept by management which shall list:
 - a. Each employee by name.
 - b. Date asked to fill a regular overtime assignment/response.
 - c. Date worked and hours worked.

Upon request, the overtime log shall be made available for inspection by an authorized representative of the Union.

5. A minimum of four (4) hours overtime must be offered to an employee before Management moves on to the next person on the list for future overtime assignments. An unsuccessful effort by Management to contact an off-duty employee regarding an overtime opportunity shall not be considered the same as a refusal. Employees who are “refusals” shall be eligible for overtime assignments at their next regular turn. “Unsuccessful contacts” shall maintain their places on the list for subsequent overtime calls.
6. Exceptions Warranting Overtime Assignments Out of Rotation.

The parties recognize that strict rotation of overtime opportunities by classification may not be practicable in all circumstances. Therefore, Management may disregard the requirement to offer overtime in rotation order under the following circumstances.

 - a. When special skills or experience are required.
 - b. When overtime is worked in connection with a special project, overtime for that project may be restricted to the complement of employees assigned to that project.
 - c. When unexpected but immediate coverage is required, or when overtime is necessary in order to complete a job. In such cases Management may continue persons assigned to the shift to work to completion.
 - d. An employee who is on holiday, vacation, or any other kind of leave, serving a suspension, or is on “lieu” day, and whose name comes up in the OT rotation, may be bypassed and shall be considered to have taken a turn.

In the event persons have been assigned overtime out of rotation based upon an agreed upon exception, such exception shall be recorded in the overtime log.

7. In the event Management is unable to fill an overtime assignment by offering same to persons on the rotation list, Management may assign the rejected overtime by inverse seniority subject to exceptions in 6.

J. Holiday Scheduling

Holiday Work:

Holiday overtime is regularly scheduled work to be performed on days designated as Holidays in Appendix I, Section 1A of the Citywide M.O.U. by and between C.C.S.F. and IBEW Local 6.

1. Holiday work shall be subject to and awarded consistent with two (2) principles: preference based upon classification seniority and equitable distribution of work opportunities.
2. Management shall determine the conditions under which the schedule is established prior to its posting, and shall submit these conditions to the Union at least fourteen days prior to the beginning of the posting period in order to allow the Union to meet and consult with Management over any concerns. While Management may not arbitrarily disregard Union suggestions, the final schedule and its accompanying conditions are not subject to the grievance procedure. Once such schedule and conditions are posted, they shall remain in effect unless Management proposes changes to them at which time the Union shall be notified.
3. **Holiday Work Distribution Procedures:**
Once each calendar year, Management shall post the Holiday staffing requirements for classifications listed in Appendix B for holidays on which full staffing levels are not required for each unit described in Appendix C. The staffing requirements shall list the numbers of persons within each classification that Management determines is required to perform the work of the unit on each specified holiday.
 - a. Master Seniority List. A master list by classification seniority shall be established in each unit.
 - b. Management shall initially offer one Holiday work assignment available for each classification to each person on the applicable seniority list by classification seniority.
 - c. Management shall thereafter continue going through the seniority list offering by seniority the remaining open assignments until each assignment has been filled.
 - d. In the event Management is unable to fill a particular assignment through the procedure outline herein, Management may mandate overtime work to fill any open assignment by inverse rotation through the classification seniority list.
4. Insofar as is practicable, Holiday work scheduling shall occur during the same 30-day period that vacation bidding is open.

5. Once the Holiday assignment schedule has been established, there shall be no trading, bartering, selling or transfer of Holiday work assignments among unit members.
6.
 - a. Additional holiday assignments subsequent to the sign-up: Unfilled holiday assignments may arise due to Management's desire for increased coverage, separations, reassignments, cancellations, no-shows, unforeseen absences, and the like. In filling such openings, the regular overtime procedure shall be used.
 - b. In the event that Holiday work is reduced by Management subsequent to the sign-up, the supervisor shall first ask for volunteers in the affected shifts to cancel their assignments. If the number of volunteers exceeds that which is required, seniority will be followed. If the number is not sufficient, then inverse seniority shall be used in cancellations.

Employees thus effected, whether voluntarily or not, shall be placed on top of the priority list for the next Holiday sign-up without losing their regular turn.
7.
 - a. Employees who cancel with fewer than 30 days notice shall lose their next turn.
 - b. Employees who cancel with at least 30 days notice to their supervisors shall be deemed to have exercised a turn. The vacated spot shall be filled by Management from the regular overtime list.
 - c. Employees who fail to show for their Holiday assignments shall be considered AWOL and subject to disciplinary action.
8. Rotation of the master seniority list for a new Holiday sign-up shall resume from the position last used in the previous year's sign-up except for any preference that may have been set up by 5-b.
9. In the event Management designates a Holiday as a Full Schedule Holiday, and prior to such Holiday determines that such Holiday is to be worked on a reduced schedule, the City shall notify persons originally scheduled to work as soon as possible.

K. Safety Shoes

Covered employees at the MTA shall not be disciplined under the safety shoe policy until the MTA has met its obligation under state law to meet and confer over such policy.

L. Attendance Policy Meet and Discuss

MTA and Local 6 agree to meet and discuss a proposed MTA attendance policy to replace current rules in the past practice Appendix upon the request of MTA.

APPENDIX B-1

[MTA Departmental]

For purposes of negotiations between the Department of Public Transportation and IBEW #6, Divisions shall be defined as:

- Metro Running Repair
- Metro Support Shops
- Geneva Car House/Metro Preventative Maintenance / Inspections
- Geneva Car House/ Historical Fleet
- Electronics Support Shop
- Potrero Shop
- Presidio Shop
- Digital Systems
- Signal and Communications Systems
- Cable Machinery
- Motive Power
- Buildings and Grounds

APPENDIX B-2

[MTA Departmental]

- 7235 - Transit Power Line Supervisor I
- 7238 - Electrician Supervisor I
- 7256 - Electric Motor Repair Supervisor I
- 7318 - Electronic Maintenance Technician
- 7319 - Electric Motor Repairer
- 7329 - Electronics Maintenance Technical Assistant Supervisor
- 7338 - Electrical Line Worker
- 7345 - Electrician
- 7364 - Power House Operator
- 7365 - Senior Power House Operator
- 7371 - Electrical Transit System Mechanic
- 7380 - Electrical Transit Mechanic Assistant Supervisor
- 7390 - Welder
- 7408 - Assistant Power House Operator
- 7430 - Assistant Electronics Maintenance Technician
- 7432 - Electrical Line Helper
- 7510 - Lighting Fixture Maintenance Worker

APPENDIX B-3

[MTA Departmental]

The Bid Units for Holiday and Regular Overtime sign-up shall include all classifications in Appendix B within the following divisions:

1. Potrero
2. Presidio
3. Cable Car
4. Digital Systems Maintenance
5. Signal and Communication Systems
6. Radio Shop
7. Fare Box
8. Electronic Shop
9. Metro Control & RPC
10. Electric Motor Shop
11. Metro Heavy Overhaul
12. Metro Running Repair
13. Track Department
14. Overhead Lines
15. Motive Power
16. Buildings & Grounds
17. D.T.E.
18. Historical Fleet
19. Video Shop
20. Metro Preventative Maintenance/Inspections
21. Metro Mobile Response Unit

APPENDIX B-4

[MTA Departmental]

Each shift (eg., day, swing, grave yard, etc.) within the following areas constitutes a separate unit for vacation purposes.

It should be understood that these units may change as operational demands change.

1. Potrero
2. Presidio
3. Cable Car
4. Digital Systems Maintenance
5. Signal & Communication Systems
6. Radio Shop
7. Fare Box
8. Electronic Shop
9. Metro Control & RPC
10. Electric Motor Shop
11. Metro Heavy Overhaul
12. Metro Running Repair
13. Track Department
14. Overhead Lines
15. Motive Power
16. Buildings & Grounds
17. D.T.E.
18. Historical Fleet
19. Video Shop
20. Metro Preventative Maintenance/Inspections
21. Metro Mobile Response Unit

APPENDIX C
MTA Performance Incentive Program
&
MTA Attendance Incentive Program

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

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

MTA
PERFORMANCE INCENTIVE PROGRAM

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

- Maintenance Group
- Operations Group
- Administration Group

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

SERVICE STANDARDS

The following Service Standards are established for each Occupational Group:

MAINTENANCE GROUP:

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

OPERATIONS GROUP:

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

ADMINISTRATION GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Total number days of unscheduled absences.

HOW PROGRESS IS MEASURED

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

July 1, 2001 – June 30, 2002
July 1, 2002 – June 30, 2003

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

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

INCENTIVE BONUSES

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

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

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

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

OVERALL GROUP GOALS

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

MODE/DIVISION GOALS

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

ELIGIBLE EMPLOYEE CRITERIA

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

GOAL MONITORING AND MEASUREMENT

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

SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS

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

MAINTENANCE GROUP PERFORMANCE GOALS

GOAL #1:

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

OVERALL GROUP GOALS

FISCAL YEARS	OVERALL GOAL	QUARTER GOALS			
July 1, 2001 – June 30, 2002	75%				
July 1, - September 30				65%	
October 1, - December 31				65%	
January 1, - March 31				70%	
April 1, - June 30				75%	
July 1, 2002 – June 30, 2003	80%				
July 1, - September 30				75%	
October 1, - December 31				76%	
January 1, - March 31				78%	
April 1, - June 30				80%	

MODE/DIVISION GOALS

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

GOAL #2:

To increase vehicle miles between road calls by mode.

MODE GOALS

(July 1, 2001 – June 30, 2002)

MOTOR COACH:

Quarter Goals

Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “

TROLLEY COACH

Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “

RAIL

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

CABLE CAR

“ “

MODE GOALS

(July 1, 2002 – June 30, 2003)

MOTOR COACH:

Quarter Goals

Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “

TROLLEY COACH

Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “

RAIL

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

CABLE CAR

“ “

GOAL #3:

To reduce the total number days of unscheduled absences.*

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

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

GOAL #4:

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

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

OPERATIONS GROUP PERFORMANCE GOALS

GOAL #1:

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

OPERATIONS GROUP GOALS

FISCAL YEARS	OVERALL GOAL	QUARTER GOALS
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%

JULY 1, 2001 - JUNE 30, 2003 MOU BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND ELECTRICAL WORKERS, LOCAL 6 (IBEW)

October 1, - December 31	65%
January 1, - March 31	70%
April 1, - June 30	75%
July 1, 2002 – June 30, 2003	80%
July 1, - September 30	75%
October 1, - December 31	76%
January 1, - March 31	78%
April 1, - June 30	80%

MODE/DIVISION GOALS

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

GOAL #2:

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

MODE GOALS

(July 1, 2001 – June 30, 2002)

MOTOR COACH:	Quarter Goals
Flynn	97%
Woods	97%
Kirkland	97%
TROLLEY COACH	
Potrero	97%
Presidio	97%
RAIL	
Green	97%
Cable Car	97%

MODE GOALS

(July 1, 2002 – June 30, 2003)

MOTOR COACH:	Quarter Goals
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%
TROLLEY COACH	
Potrero	97.5%
Presidio	97.5%
RAIL	
Green	97.5%
Cable Car	97.5%

GOAL #3:

To reduce the total number of unscheduled absences.*

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

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

GOAL #4:

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

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

April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

ADMINISTRATION GROUP PERFORMANCE GOALS

GOAL #1:

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

ADMINISTRATION GROUP GOALS

FISCAL YEARS	OVERALL GOAL	QUARTER
GOALS		
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

MODE/DIVISION GOALS

LRV	CABLE CAR	TROLLEY	DIESEL
GOALS			
FISCAL YEARS			
OVERALL GOAL			
QUARTER			
July 1, 2001 – June 30, 2002			
75%			
July 1, - September 30			
65%			
October 1, December 31			
65%			
January 1, - March 31			
70%			
April 1, - June 30			
75%			
July 1, 2002 – June 30, 2003			
80%			
July 1, - September 30			
75%			
October 1, - December 31			
76%			
January 1, - March 31			
78%			
April 1, - June 30			
80%			

GOAL #2:

To reduce the total number days of unscheduled absences.*

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

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

EXHIBIT A

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

Class Code	Classification Title	Class Code	Classification Title
	Sheetmetal, Local 104	7458	Switch Repairer
6235	Heating and Ventilating Inspector	7514	General Laborer
7376	Sheet Metal Worker	7540	Track Maintenance Worker
	Automotive Machinist, Local 1414		Operating Engineers, Local 3
7126	Mechanical Shop and Equipment Sup.	7110	Mobile Equipment Assistant Sup.
7225	Transit Paint Shop Sup.	7328	Operating Engineer
7228	Auto Transit Shop Sup.		Stationary Engineers, Local 39
7241	Senior Maintenance Controller	7120	Building and Grounds Maint. Sup.
7249	Automotive Mechanic Sup.	7205	Chief Stationary Engineer
7254	Automotive Machinist Sup.	7223	Cable Machinery Sup.
7258	Maintenance Machinist Sup.	7262	Maintenance Planner
7264	Auto Body Fender Sup.	7286	Wire Rope Cable Maintenance Sup.
7305	Blacksmith	7333	Apprentice Stationary Engineer
7306	Auto Body Fender Worker	7334	Stationary Engineer
7309	Car and Auto Painter	7335	Senior Stationary Engineer
7313	Automotive Machinist	7472	Wire Rope Cable Maint. Mechanic
7322	Auto Body Fender Worker Asst. Sup.	7473	Wire Rope Cable Maint. Mech. Trn.
7332	Maintenance Machinist		Painters, Local 4
7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		Electrical Workers, Local 6

7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	TWU, Local 200	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	IFPTE, Local 21	7238	Electrician Sup.
9195	LRV Equipment Engineer	7244	Power Plant Sup.
9196	Senior LRV Equipment Engineer	7253	Electrical Transit Mechanic Sup.
9197	Signal and Systems Engineer	7255	Power House Electrical Sup.
	Teamsters, Local 853	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	Carpenters, Local 22	7287	Sup. Electrical Maintenance Tech.
7226	Carpenter Sup.	7318	Electrical Maintenance Technician
7342	Locksmith	7319	Electric Motor Repairer
7344	Carpenter	7329	Electric Maint. Tech. Asst. Sup.
7358	Pattern Maker	7338	Electrical Line Worker
	Laborers, Local 261	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

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

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

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

EXHIBIT B

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

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

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

EXHIBIT C

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

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

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

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

MTA
ATTENDANCE INCENTIVE PROGRAM
(NON TRANSIT OPERATOR PERSONNEL)

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

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

ANNUAL SICK LEAVE “CASH OUT”/TIME OFF OPTIONS

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

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

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

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

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

QUALIFYING CALENDAR PERIOD

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

JULY 1, 2001 - JUNE 30, 2003 MOU BETWEEN CITY AND COUNTY
OF SAN FRANCISCO AND ELECTRICAL WORKERS, LOCAL 6 (IBEW)

July 1, 2001 – June 30, 2002
 July 1, 2002 – June 30, 2003

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

GROUP A

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

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

7342	Locksmith	7329	Electric Maint. Tech. Asst. Sup.
7344	Carpenter	7338	Electrical Line Worker
7358	Pattern Maker	7345	Electrician
	Laborers, Local 261	7364	Power House Operator
7215	General Laborer Sup.	7365	Senior Power House Operator
7458	Switch Repairer	7371	Electrician Transit Shop

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

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

GROUP B

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

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	1657	Senior Systems Accountant
1773	Media Training Specialist	1658	Chief Accountant
9173	System Safety Inspector	1804	Statistician
	IFPTE, Local 21	1806	Senior Statistician
1002	IS Operator, Journey	1823	Senior Administrative Analyst
1004	IS Operator, Analyst	1824	Principal Administrative Analyst
1011	IS Technician, Assistant	1827	Administrative Services Manager
1013	IS Technician, Senior	1944	Materials Coordinator
1022	IS Administrator II	1950	Assistant Purchaser
1023	IS Administrator III	2591	Health Program Coordinator I
1024	IS Administrator, Supervisor	2822	Health Educator
1042	IS Engineer, Journey	2992	Contract Compliance Officer I
1043	IS Engineer, Senior	5174	Administrative Engineer
1044	IS Engineer, Principal	5201	Junior Engineer
1051	IS Business Analyst, Assistant	5204	Assistant Civil Engineer

1053	IS Business Analyst, Senior	5205	Associate Materials Engineer
1054	IS Business Analyst, Principal	5206	Associate Civil Engineer
1061	IS Program Analyst, Assistant	5208	Civil Engineer
1062	IS Programmer Analyst	5210	Senior Civil Engineer
1064	IS Programmer Analyst, Senior	5212	Principal Civil Engineer
1070	IS Project Director	5236	Assistant Electrical Engineer
1203	Personnel Technician	5238	Associate Electrical Engineer
1231	Assistant Manager, EEO	5240	Senior Electrical Engineer
1233	EEO Program Specialist	5242	Principal Electrical Engineer
1241	Personnel Analyst	5252	Assistant Mechanical Engineer
1244	Senior, Personnel Analyst	5254	Associate Mechanical Engineer
1246	Principal Personnel Analyst	5256	Mechanical Engineer
1312	Public Information Officer	5258	Principal Mechanical Engineer
1314	Public Relations Officer	5288	Transit Planner II
1365	Special Assistant VI	5289	Transit Planner III
1367	Special Assistant VIII	5290	Transit Planner IV
1368	Special Assistant IX	5354	Electrical Engineer Associate I
1369	Specialist Assistant X	5360	Civil Engineering Assistant I
1370	Special Assistant XI	5362	Civil Engineering Assistant II
1452	Executive Secretary II	5364	Civil Engineering Associate I
1454	Executive Secretary III	5366	Civil Engineering Associate II
1650	Accountant	5380	Student Engineer Trainee
1652	Senior Accountant	6130	Safety Analyst
1654	Principal Accountant	6137	Assistant Industrial Hygenist
1655	Systems Accountant	6138	Industrial Hygenist

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

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

APPENDIX D

EAP AND PEER COUNSELING PROGRAM

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Municipal Transportation Agency (“MTA”) hereby agree to create an Employee Assistance Program as follows:

A. Overview of EAP Program

This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP’s assist employees by referring them to services which lead to solutions.

EAP’s provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;

Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by

Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in

obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
 - a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;

- b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. Organization

(1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.

If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The MTA General Manager shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The MTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

- (a) Structure: The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the

Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

- (b) Peer Assistance Oversight Committee: This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.
- (c) MTA Liaison: The MTA Liaison shall be an individual designated by the MTA General Manager to serve as the City's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor
OR
- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program
OR
- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency
AND
- A MUNI employee who is respected by their peers, the union, and the management
AND
- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.

- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**C. Pay Status During Voluntary Self-Referral Treatment
(Voluntary Substance Abuse Program)**

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

- (2) In the case of the up to two voluntary, employee-initiated referrals, the MTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

D. Non-Paid Status During Treatment After Positive Test

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

E. Education and Training

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

F. Confidentiality

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

G. Funding

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

H. Special Provisions

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The MTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

APPENDIX E
PAST PRACTICES – IBEW LOCAL 6
TABLE OF CONTENTS

	Page
I. WORKWEEK AND HOURS	
A. Forty-hour work week, Monday through Friday	1
B. Forty-hour Work Week, five (5) consecutive days within seven (7).....	1
C. Work schedules -- Hetch Hetchy: Moccasin Power House & Early Intake.....	1
D. Dayshifts - Monday through Friday work weeks; Shift start and quit times	2
E. Day, Swing & Graveyard shifts start & quit times -- SF Airport, Airfield Maintenance	3
F. Swing shifts -- Department of Telecommunications and Information Services-- Public Safety Wire Communication Division; SF Airport, Airfield Maintenance.	3
G. Graveyard Shift -- DTIS-- Public Safety Wire Communication Division; SF Airport, Airfield Maintenance.	3
II. WORKING CONDITIONS	3
A. Break periods	3
B. Meals/Meal Periods.....	3
C. Preparation and Clean-up time.....	4
D. Safety Practices.....	4
E. Safety Equipment	5
F. Safety Meetings	6
G. Overalls/Coveralls/Uniforms.....	7
H. Security of Employees Effects and Tools	7
I. Training and New Hire Training Periods.....	8
J. Overtime, Shift, Vacation, Holiday assignments.....	9
- Muni-exceptions to Appendix 6.....	9
- All other departments	10
K. Miscellaneous conditions of employment	12
- Sick leave use rules (MUNI).....	12
- Sick leave use rules (other departments)	12
- Lunchroom facilities.....	12
- Use of city vehicles/commute transportation	13
- Port authority supervisor pay for call ins after hours	13
- Electrical Inspector schedules.....	13
L. Travel: Millbrae to Sunol and back; Water Department. 13	
M. No-cost Parking.....	13
<u>Appendix E-1:</u> Overtime/vacation policy at Department of Telecommunications and Information Services; Public Safety Wire Communications Division	
<u>Appendix E-2:</u> Overtime distribution Policy -- Electrical Inspection Division of Department of Building Inspection	
<u>Appendix E-3:</u> Muni Bulletin 4.4, Attendance Policy issued July 14, 1986, Re-issued December 8, 1986: Sick leave use at Department of Transportation	

I. WORKWEEK AND HOURS

A. The normal work week for the following work assignment locations shall be forty (40) hours per week, Monday through Friday:

1. Department of Telecommunications and Information Services; Public Safety Wire Communications Division and Telecommunications Division
2. Port Authority
3. Department of Building Inspection
4. S.F. Airport, Building Maintenance (not airfield maintenance)
5. Department of Public Works
6. Water Department
7. Hetch-Hetchy Water and Power, except Moccasin Power House and Early Intake
8. Department of Parking and Traffic
9. Public Library
10. Recreation and Parks Department
11. Sheriff's Department
12. War Memorial
13. Laguna Honda

B. The normal work week for the following work assignment locations shall be forty (40) hours per week; five (5) consecutive 8 hour days within one (1) week:

- San Francisco Airport, Airfield maintenance (all shifts)

C. Hetch-Hetchy Moccasin Powerhouse and Early Intake

The normal work week and hours for unit employees assigned to Moccasin Powerhouse and Early Intake shall be in accordance with the following cycle:

A twenty-eight day cycle of:

1.4 consecutive 12 hour day shifts and one (1) four hour day shift, then 6 days off;

2.4 consecutive 12 hour night shifts, then two (2) days off;

3.3 consecutive 12 hour day shifts, then one (1) day off;

4.3 consecutive 12 hour day shifts, then two (2) days off.

All day shifts begin at 6 a.m. All night shifts begin at 6 p.m.

D. Dayshifts - Monday Through Friday Work Weeks:

The following shift hours are to be observed at the following work locations:

- 1) Department of Telecommunications and Information Services - Public Wire Communications Division; 7:00 a.m. - 3:30 p.m. Telecommunications Division: 7:30 a.m. - 4 p.m.
- 2) S.F. Airport Electric Shop; Building Maintenance: 7:00 a.m. - 3:30 p.m.
- 3) Department of Public Works - assigned to Water Pollution Control: staggered:
6:30 a.m. - 3:00 p.m.
7:00 a.m. - 3:30 p.m.
7:30 a.m. - 4:00 p.m.

2323 Chavez Street: 7:30 a.m. - 4:00 p.m.
- 4) Water Department-
Newcomb Street Yard: 7:00 a.m.- 3:30 p.m.

Millbrae Yard: 8:00 a.m.- 4:30 p.m.
- 5) Hetch-Hetchy Water and Power; Moccasin, Tech, Line, Electric and Warnerville Line Shop:
7:00 a.m. - 3:30 p.m.
- 6) Public Library: 7:00 a.m. - 3:30 p.m.
- 7) Recreation and Parks Department: 7:00 a.m. - 3:30 p.m.
- 8) Sheriff's Department: 7:00 a.m. - 3:30 p.m.
- 9) Port Authority: 7:30 a.m. - 4:00 p.m.
- 10) Department of Building Inspection: 7:30 a.m. - 4:00 p.m.
- 11) Department of Parking and Traffic (staggered):
6:00 a.m. - 2:30 p.m.

8:00 a.m. - 4:30 p.m.¹

12) War Memorial: 8:30 a.m. - 5:00 p.m.

13) Laguna Honda Electric Shop: 7:45 a.m. - 4:15 p.m.

E. Day Shifts - Five Consecutive Eight (8) Hour Days Within One (1) Week:

S.F. Airport - Airfield Maintenance: 7:00 a.m. - 3:30 p.m.

Swing Shifts, Monday through Friday Work Weeks:

Department of Telecommunications and Information Services Public Safety Wire
Communication Division
3:00 p.m. - 11:00 p.m.

Swing Shift Hours Applicable to Work Weeks of 5 Consecutive 8-Hour Day Within One (1) Week):

S.F. Airport - Airfield Maintenance: 3:00 p.m. - 11:00 p.m.

F. Graveyard Shift Hours - Monday through Friday Work Week:

Department of Telecommunications – Public Safety Wire
Communications Division: 11:00 p.m. - 7:00 a.m.

Graveyard shift hours - 5 consecutive 8-hour days within one week.

S.F. Airport - Airfield Maintenance 11:00 p.m. - 7:00 a.m.

II. WORKING CONDITIONS

A. Break Periods.

Applies to All Employees In Unit 1-L

Two (2) break periods each shift of fifteen (15) minutes. One approximately two (2) hours after the start of the shift, the other approximately two (2) hours before the end of the shift.

B. Meals/Meal Periods.

¹ Per letter dated August 15, 2000, the parties agreed to a shift time of 7:00 a.m. to 3:30 p.m. effective September 25, 2000.

1. (Not applicable to employees working straight eights or twelves.) In the event an employee works through his or her regularly scheduled meal period (approximately mid-shift) or is unable to take a meal period commencing within one hour before or after the start time of the regularly scheduled meal period, the employee shall be entitled to take up to a one-half hour meal period while on duty when there is a reasonable opportunity thereafter. Such meal period shall be (1) included as paid work time and (2) used for the purposes of determining if and when overtime begins.

2. Straight eight (8) or twelve (12) hour shifts: All straight eight (8) or twelve (12) hour shifts shall include time allotted to a meal period at approximately mid-shift. Employees on break for such meal periods shall be deemed to be in "on duty" pay status.

3. Free Meals Sheriff's Department: Meals are provided to unit employees assigned to the Sheriff's Department at County Jails #3, 7, 8 and 9 - free of charge.

4. Special Conditions Applicable to Recreation and Parks Department Employees Assigned to Camp Mather: Unit employees assigned to Camp Mather are entitled to one (1) paid travel day, each way to and from Camp Mather and a \$10/day meal voucher for each travel day pursuant to the Administrative Code. In addition, the employee is entitled to a free room with bed and access to bath and three free meals per day.

C. Preparation and Clean-up Time.

Reasonable preparation and clean-up time is allowed, appropriate to the work being performed (applicable to all unit employees).

D. Safety Practices.

1. The City acknowledges that, for health and safety reasons, Department of Transportation road call crews are staffed with two (2) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

2. The City acknowledges for health and safety reasons, MUNI Overhead Line Division staffs the division's call crew with four (4) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

3. The City acknowledges that for health and safety reasons, MUNI staffs Digital Systems maintenance platform sign change crews with three (3) employees (day shift); two (2) employees (swing shift); however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

4. MUNI-Overhead Line Division: Except in the case of emergency calls, the Department does not assign routine maintenance work during moderate to heavy rain conditions.

5. The City acknowledges that for health and safety reasons, the Public Utilities

Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

6. A minimum of two (2) employees shall be assigned to any work requiring entrance into an underground vault (applicable to Department of Telecommunications and Information Service, Public Safety Wire Communications Division).

7. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port Authority, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, Public Utilities Commission (Water Department and Hetch Hetchy Moccasin, Line, Tech, Electric, and Warnerville Line Shop), MUNI (Building and Grounds Electric Shop).

8. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.

9. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.

10. At the Department of Public Works, Bureau of Building Repair, employees assigned to the Water Pollution Control District shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.

11. The city acknowledges for Health and Safety reasons, PUC staffs Moccasin Power House and Early Intake Division's powerhouse control room with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.

12. All work practices at the Department of Parking and Traffic must meet the standards of the International Municipal Signal Association and the CalTrans Work Zone Safety Regulations.

13. MUNI Digital Systems Maintenance: Entry into confined spaces (e.g. sheave pits) only when an employee is accompanied or part of an authorized cable machinery crew. Track-side procedures (Duboce relay room ingress/egress) require a minimum two (2) person crew, both of whom must agree to access procedure.

E. Safety Equipment.

The following safety equipment shall be provided by the City free of charge to employees assigned to the following work locations:

1. All necessary safety equipment: Department of Building Inspection; Port Authority.

2. Prescription safety glasses Upon request: S.F. International Airport (Airfield &

Building Maintenance); Water Department (Millbrae and Newcomb); Port Authority.

3. Miscellaneous: Custom fit ear protection - S.F. International Airport (Airfield & Building Maintenance); all necessary high voltage equipment - S.F. International Airport (Airfield Maintenance); shower room and adequate time to shower when needed - Water Department (Millbrae Yard).

F. Safety Meetings.

1. MUNI:

- (a) At least one (1) safety meeting per shift per month will be held with unit employees at the following jobsite locations:

- (a.) Motive Power
- (b.) Overhead Lines
- (c.) Building and Ground Electric Shop
- (a.) Radio Shop
- (b.) Farebox
- (c.) Cable Car Shop
- (d.) Electronic Shop

- (b) At least one (1) safety meeting per pay period per shift will be held with unit employees at the following jobsite locations:

- (a.) Metro Heavy Overhaul
- (b.) Electric Motor Shop
- (c.) Metro Field Maintenance
- (d.) Geneva Car House (P.M. Inspections)
- (e.) P.C.C. Historical Fleet
- (f.) Metro Running Repair
- (g.) Potrero Trolley Maintenance
- (h.) Presidio Trolley Maintenance

- (c) Other:

- (a.) Digital Systems Maintenance: As required by Cal-Osha minimum standards
- (b.) Signal and Communications Systems: One (1) safety meeting per shift, bi-weekly

2. All Other Departments:

- (a) Safety meetings are held every payday on each shift with unit employees at the following jobsite locations:

- (a.) Department of Telecommunications and Information Services - Public Safety Wire Communications Division and Telecommunications

- Division
 - (b.) Port Authority Electric Shop
 - (c.) San Francisco Airport - Airfield Maintenance and Building Maintenance Shops
 - (d.) Department of Public Works Bureau of Building Repair and Water Pollution Control
 - (e.) Water Department - Millbrae and Newcomb Yards
 - (f.) Department of Parking and Traffic
- (b) Safety meetings are held at least every ten (10) days on each shift with unit employees at the following jobsite locations:
- (a.) Recreation and Parks Department Electric Shop
 - (b.) Laguna Honda Electric Shop (as designated by Department
- (c) Safety meetings are held at least once per month on each shift with unit employees at the following jobsite locations:
- (a.) Department of Building Inspections
 - (b.) Hetch Hetchy Water and Power; Moccasin Powerhouse and Early Intake
 - (c.) Public Library
 - (d.) War Memorial Electric Shop (in accordance with Cal-Osha requirements)
- (d) Other:
- (a.) Safety meetings are held with unit employees once per week at Moccasin Tech, Line, Electric and Warnerville Line Shop
 - (b.) Safety meetings are held with unit employees at the Sheriff's Department (Jail Nos. 3, 7, 8 and 9) as needed to meet Cal-Osha minimum standards.

G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

1. MUNI

Signal and Communications Systems: Coveralls (throw away type) provided as needed or requested.

Digital Systems Maintenance: Each employee is allowed one issue of appropriate protective clothing (overalls and/or counter coat) from the catalog of the current CCSF contract supplier. Limit of issue \$45.00. All items are to be reasonably cared for and kept at work except when being laundered by employee and must be used at work only. If an item requires replacement, used item must be returned or a reasonable explanation given for non-return.

2. Laguna Honda Electric Shop: An adequate number of uniforms shall be supplied by the department and shall be laundered free of charge.

H. Security of Employees Effects and Tools.

Bargaining Unit employees at the following locations shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employees' duties.

1. Department of Transportation - all shops to which bargaining unit employees are assigned.
2. Department of Telecommunications and Information Services. (Rankin Street)
3. Port Authority.
4. San Francisco International Airport - Building Maintenance/Airfield Maintenance Shops.
5. Department of Public Works - Cesar Chavez Street and Water Pollution Control
6. Water Department (Millbrae/Newcomb)
7. Hetch Hetchy Water and Power
8. Department of Parking and Traffic
9. Public Library
10. Sheriff's Department - Jail #8 and #9

I. Training and New Hire Training Periods.

1. MUNI

(a) Motive Power. New hires are assigned shifts at discretion of management until next shift sign-up.

(b) New hires may be assigned to day shift for up to first six (6) months, then subject to contract shift sign-up procedures. Applicable to the following MUNI shops: Radio shop, Farebox, Metro Heavy Overhaul, Electric Motor Shop, Metro Field Maintenance Support, Geneva Car House (P.M. Inspection), P.C.C. Historical Fleet, Metro Running Repair, Potrero Trolley Maintenance, Presidio Trolley Maintenance and the Electronic Shop.

2. Department of Telecommunications - Public Safety Wire Communications Division: New hires not eligible for overtime shift coverage for first six months of employment.

3. San Francisco International Airport - Airfield Maintenance Only: Newly hired 9240's assigned to day shift until the next shift rotation.

4. Hetch-Hetchy - Moccasin Power House and Early Intake: New hires are assigned work shifts at management's discretion for first 30 days. Thereafter employees are subject to shift cycle rotation.

5. Hetch-Hetchy - Tech, Line, Electric and Warnerville Line Shop: New hires assigned at the discretion of supervisor.

J. Overtime, Shift, Vacation, Holiday Assignments

1. MUNI

(a) Overtime distribution exceptions to Appendix 6 to the 1997-2001 Agreement:

(1) Building and grounds--overtime assigned at discretion of the supervisor

(2) Overhead lines:

Regular overtime: List of eligible employees, by seniority generated each fiscal year. Overtime initially offered by going down the seniority list. A refusal of overtime counts as "accrued overtime hours" for the purpose of overtime distribution. After seniority list has been gone through once, overtime is, thereafter, offered to employees with the least number of "accrued overtime hours." Regular overtime is generally voluntary; however, if there are no volunteers, overtime is assigned by reverse seniority.

Holiday overtime: Holiday overtime is not voluntary. Holiday overtime is assigned on a rotation basis through the seniority list. In the event holiday overtime cannot be worked by an employee assigned, the employee must trade or gift the assignment to another employee. If the holiday overtime assignment is not covered, the employee responsible to cover the

assignment is penalized by losing the opportunity to work the next two (2) holiday overtime assignments. Holiday overtime hours do not count as "accrued hours" for the purposes of determining offers of regular overtime.

(b) Vacation sign-up exception to Appendix 6 of the 1997-2001 Collective Bargaining Agreement.

(1) Building and Grounds: Vacation sign-up by seniority. Employees give at least one (1) day's notice for use of one (1) vacation day; and at least three (3) days' notice for use of more than one (1) day of vacation.

(2) Overhead lines: Vacation bid annually. Bidding closed in April of each year. After the close of the bid period, vacation requests are granted on a first come, first serve basis, consistent with department staffing needs.

(3) Motive Power: Vacation bid annually by seniority between October 1 and approximately October 15 for following fiscal year. Results of bid issued by October 30.

(c) Shift sign-up: exceptions to Appendix 6 of the 1997-2001 Collective Bargaining Agreement at Overhead Lines: For all open shifts, selection based on seniority with bids made twice a year, January 1 and July 1. For all closed shifts (shop person and senior underground) assignments made by supervisor.

2. All Other Departments

(a) Overtime:

(1) Overtime assigned at discretion of supervisor. (Applies to Laguna Honda; Hetch Hetchy Moccasin, Tech, Line and Warnerville Line Shop; Public Library)

(2) Overtime assigned to employee working on the job first, thereafter assignment made at supervisor's discretion. (Applies to Port Authority; San Francisco Intl. Airport-Building Maintenance; Dept. of Public Works Bureau of Building Repair; Bureau of Water Pollution Control; Water Department, Dept. of Telecommunications and Information Services, Telecommunication Division.

(3) Telecommunications--Public Safety and Wire Communications Division: See attached Appendix A-1

(4) Department of Building Inspection: See Attached Appendix A-2.

(5) S.F. International Airport Airfield Maintenance: Overtime is offered to employee with least number of accrued overtime hours.

(6) Moccasin Power House and Early Intake: Overtime offered by Powerhouse, by Powerhouse seniority in accordance with seniority lists established as of each January 1. Once through the list, then assignments are offered to employee with least number of "accrued overtime hours." Refusals count as "accrued overtime hours" for the purpose of overtime

distribution.

(7) Department of Parking and Traffic: Weekend, holiday assignments and regular overtime assignments:

Weekend, Holiday Assignments:

Weekends are covered by one straight 8-hour shift: 7:00 am -3:00 pm, paid at overtime. Assignment to Saturday, Sunday and holiday overtime is mandatory, made by rotation by alpha order. Holidays falling in the succeeding week to be covered by shift working the preceding Saturday and Sunday.

Regular Overtime Assignments:

Applies to non-weekend, non holiday overtime. Regular overtime offered to employees with least number of O.T. hours. Regular O.T. is generally voluntary unless there are no volunteers, in which case, regular O.T. may be assigned by inverse seniority. Refusals of O.T. not counted to determine eligibility for an offer of regular O.T.; however, weekend and holiday O.T. is counted to determine eligibility for an offer of regular O.T.

(8) Recreation and Parks Department: Overtime seniority list established and overtime offered on basis of seniority. Once through the list, overtime offered to employee with least number of accrued hours. Refusals of offered overtime count as "accrued overtime hours for the purpose of overtime distribution." Overtime log book available for inspection at anytime. Regular overtime is generally voluntary; however, if there are no volunteers, overtime is assigned by reverse seniority.

(b) Vacation

(1) Department of Telecommunications and Information Services--Public Safety Wire and Communications: See attached Appendix A-1.

(2) Vacation requests are granted on a first come, first serve basis at Hetch Hetchy Water and Power; Recreation and Parks Department; Department of Telecommunications and Information Services--Telecommunications Division.

(3) Vacation in the following departments is granted pursuant to the following notice requirements:

(i) Port Authority--one (1) week notice on a first come, first serve basis. (Requests submitted less than five (5) working days of requested date will be considered)

(ii) Department of Building Inspection--five (5) days advance notice for vacations longer than five (5) working days. (Notice less than five (5) days will be considered)

(iii) San Francisco International Airport--Three (3) days notice required for all vacation

requests. Granted on first come, first serve basis.

(iv) Department of Public Works--One (1) week notice, granted on first come, first serve basis. Requests submitted less than five (5) working days of a requested date will be considered.

(v) Water Department--24 hours notice for requests for vacation time of one (1) day or less, otherwise five (5) days notice. Vacation granted on the basis of seniority.

(4) Department of Parking and Traffic: Vacation is bid, annually, based upon seniority (date of certification in classification). Bid period to be completed by April 1. After close of bid period, vacation requests granted on first come, first serve basis, based upon needs of department.

(c) Shift Bidding

(1) Department of Telecommunications and Information Services --Public Safety Wire and Communications Division. See attached Appendix A-1.

(2) San Francisco International Airport--Airfield Maintenance. Shifts open for bid every four (4) months. Shift bids awarded based upon seniority within classification.

K. Miscellaneous Conditions of Employment

1. Sick Leave Use Rules:

(a) MUNI: See attached Appendix A-3 (Muni Bulletin 4.4, Attendance Policy issued July 14, 1986, re-issued December 8, 1986) applicable to all MUNI jobsite locations.

(b) In all other departments except the Water Department, Recreation and Parks Department and Sheriff's Department, sick leave use is governed by the Civil Service Rules in effect as of June 30, 1997.

(c) In the following departments, employees are required to "call in" prior to the start of the employee's shift in order for sick leave to be granted: Department of Telecommunications and Information Services, San Francisco International Airport, Water Department, Hetch Hetchy, Moccasin, Tech, Line, Electric and Warnerville Line Shop, Public Library, War Memorial (within 1 hour of start of shift) and Department of Parking and Traffic (by 8:30 a.m.).

2. Lunch Room Facilities:

(a) MUNI: Lunchroom facilities are provided unit employees at the following jobsite locations: Signal and Communications Systems (equipped with refrigerator, microwave, tables and chairs), Radio Shop, Fare Box, Metro Heavy Overhaul, Electric Motor Shop, Metro Field Maintenance, Geneva Car

House (P.M. Inspections), P.C.C. Historical Fleet, Metro Running Repair, Potrero Trolley Maintenance, Presidio Trolley Maintenance, Cable Car Shop and Electronic Shop.

- (b) Other Departments: Lunchroom facilities are provided unit employees at the following jobsite locations: San Francisco International Airport (all shops; microwave, stove, tables and chairs); Department of Public Works, Cesar Chavez Street and Water Pollution Control (refrigerator, microwave, vending machines provided by outside vendors, tables and chairs); Water Department Millbrae Yard (refrigerator, microwave, tables and chairs); Public Library (in Main Library only); and War Memorial.

3. Use of City Vehicles/Commute Transportation:

- (a) Port Authority Supervisors who have more than six (6) call backs for fiscal year may be authorized to take Port Vehicle home to be readily available for emergency response.
- (b) Shuttle vans shall be provided by the Department of Public Works to provide transportation each regular work day to and from the Cesar Chavez Street Yard and the Water Pollution Control Southeast Plant and the 24th Street BART Station.

4. Electrical Inspectors in the Department of Inspections schedule all inspections within their assigned districts unless otherwise assigned by their respective supervisors.

5. Port Authority Supervisors who call employees to respond to after-hours emergencies receive a minimum of two(2) hours pay for making calls.

L. Travel: Millbrae to Sunol and back; Water Department: Water Department employees assigned to Millbrae and who are temporarily assigned to Sunol (regardless of length of assignment) travel to and from Millbrae and Sunol in City-provided vehicles, on City time, reporting first to Millbrae. Such employees do not report directly to Sunol from their homes. (This provision does not address the possibility of future permanent assignments to Sunol.)

M. No-cost Parking: Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, 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 or, when such space is unavailable, to obtain free parking elsewhere; 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.

Appendix E-1
[Past Practices]

SCHEDULING OF LOCAL 6 MEMBERS WORKING AT DTIS:

7273 Communications Line Supervisor II

7275 Cable Splicing Supervisor

7257 Communications Line Supervisor I

7308 Cable Splicer

7338 Electrical Line Worker

7432 Electrical Line Helper

All employees are assigned a 40 hour work week consisting of five eight hour days Monday through Friday.

OVERTIME

Detail

Weekends are covered by a detail shift, swing (3:00pm – 11:00pm) and graveyard (11:00pm – 7:00am), on an overtime basis. The overtime shifts are assigned every six months and are distributed equally among the line workers and one 7257 Communication Line Supervisor I. The line worker who is assigned the swing or graveyard shift on the weekend will work the same shift for the following week on Monday through Friday. When the 7257 works the swing or graveyard shift on the weekend a 7338 will be assigned the shift for the following week. This assignment is equally distributed among the 7338's.

The overtime portion of the detail assignment is voluntary – if an employee chooses not to work the overtime portion of the detail shift the employee must notify the Communications Line Supervisor II who will reassign the weekend shift. The Monday through Friday portion of the detail shift will not be reassigned.

Trades are allowed for the detail shifts and must be approved by the Communications Line Supervisor II. Overtime shifts may be traded but not given away.

Unscheduled Overtime

If a job cannot be finished during the regular working hours and must be finished on overtime basis, the crew working on the job will remain on an overtime basis until completion. This overtime is voluntary unless the job is declared an emergency by the Cable Splicing Supervisor or the Communications Line Supervisor II. If an emergency is declared the employees must stay until the job is completed or no longer constitutes an emergency.

This rule applies to 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, 7432 Electrical Line Helper, and 7308 Cable Splicer.

7257 Communications Line Supervisor I

One 7257 will be assigned a detail shift in the rotation with the 7338 Electrical Line Workers. The other will be assigned to standby for street lighting emergencies from 3:30pm Friday until 7:00am Monday and will receive pager pay per MOU.

The senior supervisor will have the option to receive pager pay or be placed in the detail rotation.

In the event of a callout requiring an additional person fire alarm will call the other 7257 for assistance. If the other 7257 is not available the dispatcher will follow the Emergency Callout Procedures.

Prearranged Overtime and Emergency Callout Procedures:

7308 Cable Splicer – prearranged overtime will be offered to the employee with the least overtime hours for that fiscal year.

7338 & 7432 – employees must place their names on a callout list kept at CFAS by Wednesday if they are available to work overtime the following week starting on Saturday. Overtime will be assigned to the employee who has placed his name on the list and has the least amount of overtime hours worked during the current fiscal year. In the event that no employees are available from the callout list, all employees of the classification needed to perform the work will be called starting with the employee with the least amount of overtime hours worked during the current fiscal year.

Note: All overtime hours worked by 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, or 7432 Electrical Line Helper must be logged by the fire alarm dispatcher at the completion of each job. If an employee is on the callout list and is not available when called, the hours that would have been worked by the employee will be logged by the dispatcher and counted for future call out lists.

VACATION

Requests for vacations from April 1 to December 31 will be granted according to seniority for requests received between January 1, and March 31. Requests received on April 1 or after will be granted in the order received.

Program managers may limit the number of employees granted vacation at the same time.


Appendix E-2
[Past Practices]

ELECTRICAL INSPECTION DIVISION

OVERTIME DISTRIBUTION

Overtime requests for off-hours inspection are routinely processed by the district electrical inspector assigned to the specific project. The inspector obtains a completed Service Request Form from the property owner, or the owner's agent, and refers it to the appropriate senior electrical inspector for review and assignment. The senior electrical inspector coordinates overtime assignments giving priority consideration to the inspector responsible for final acceptance of the specific installation and to the customer's preference for continuity of the inspection process.

Overtime associated with the Electrical Inspection Division's office coverage, between 4:00pm and 5:00pm daily, is distributed on a rotational basis and may exclude the inspectors in the Downtown Corridor Area.

 Equipment Maintenance Division
San Francisco Municipal Railway

BULLETIN

December 8, 1986

To: Equipment Maintenance Managers, Supervisors,
& Divisional Personnel Officers

From: Ann Branston, Deputy General Manager *AB*

Re: BULLETIN 4.4 - ATTENDANCE POLICY

Attached is a bulletin describing the Equipment Maintenance Division's attendance policy. It provides definitions of the different types of absences and describes the disciplinary actions that can and should be taken when attendance becomes a problem. The policy is not new; it has been stated in the PUC's Discipline Policy, discussed in discipline classes, and followed for several years. This bulletin simply specifies the existing procedures and provides examples of how to follow them.

Issued: July 14, 1986
Re-issued: December 8, 1986

4.4 Equipment Maintenance Attendance Policy

Purpose

Attendance is an important standard of performance. Each employee is required to work the hours normally scheduled for his or her position. There is not a single job that is not vital to overall operations. When employees fail to take this fact seriously, time consuming rearrangements and reshuffling hampers our ability to meet our obligations to the public.

This policy provides definitions of the different types of absences and describes the disciplinary actions that can and should be taken when attendance becomes a problem.

Definitions

All Shops and work locations within Equipment Maintenance shall define the attendance policy in these terms:

Absence: This is the failure of an employee to report to work during the hours he or she is normally scheduled to work.

Extended Absence: This is a leave of absence for any reason other than suspension, vacation, and/or compensation time for more than five (5) consecutive work days.

Excused Absence: This is an absence or extended absence for which the employee has properly requested leave and received authorization from the supervisor.

Unexcused Absence: An employee will be considered Absent without Official Leave (AWOL) if he or she:

- fails to notify the immediate supervisor of absence prior to the normally scheduled work period.
- decides to be absent even though supervisory permission was not granted.
- fails to produce sufficient proof or documentation to justify absence when required.
- is absent from his or her designated work station during the course of the normal work period without supervisory permission.

Tardiness: This is the failure to be on the job, ready to perform duties at the time work is normally scheduled to begin. Tardiness will be considered excused or unexcused by the immediate supervisor based on the reason, length of time, whether or not the employee notified the supervisor, and number of occurrences.

Excessive Absenteeism: This is more than one day off per month over a period of time for other than scheduled vacations or a pattern of absenteeism such as every Friday or every day prior to a holiday.

Requesting and Receiving Authorization for Absence

It is the employee's responsibility to request supervisory permission to be absent at any time during the normal work day in a timely manner. Request for leave for extended periods must be submitted to the supervisor on a properly completed CSC 7-20 Request for Leave Form (see Attachment 1). Except for involuntary and medical leave, employees should submit a request at least 30 days in advance to allow time for the supervisor to make arrangements for work coverage. Involuntary and medical leave requests should be submitted as soon as possible.

In cases of unforeseen absence, the employee will call before the start of the work shift and report the absence to the supervisor or designated contact. Each supervisor will inform all his or her employees in writing of the time, telephone number, and name(s) of contact(s) to call when unable to report for work (see Attachment 2). The point of contact should be reliable and consistent for each work station and shift.

Rare exceptions are permitted in cases where employee notification does not occur. There is no substitute for common sense when determining whether or not extenuating circumstances were such that it prevented the employee from notifying his/her supervisor.

If and when required, written documentation should be submitted to justify absence. Although not all absences require written justification, there are certain types of leave that should not be granted without proper documentation. Employees must present these documents when requesting leave. For example:

- Military orders are required in requesting military leave.
- A physician must complete Items 12-17 on the leave form when requesting an extended period of Medical Leave.
- A court issued notification of selection for jury duty is required in requesting Jury Duty Leave.

- A physician's written verification is required for any absence due to illness if the employee is on sick leave restriction. It must be submitted when the employee returns to work.

Once an employee has requested leave, the supervisor must respond. In some cases, supervisors cannot disapprove the leave if properly requested and written justification is provided. In particular, maternity, jury duty, and military leave must be granted.

On the other hand, approval of the use of compensation time, vacation, floating holidays and lieu days is at the discretion of the supervisor. However, floating holidays and lieu days must be taken before the expiration of the current fiscal year and take priority over workload demands if employees are in jeopardy of forfeiting earned time off.

Finally, all requests should be given to the appropriate divisional personnel officer (DPO) for processing. The DPO will forward the forms to the section manager for review and approval. A copy will then be filed within Equipment Maintenance and the original forwarded to the PUC Bureau of Personnel and Training (BPT).

Disciplinary Action

To correct attendance problems, progressive disciplinary measures will be taken.

Tardiness: Excused tardiness will result in loss of pay, with no disciplinary action taken. When necessary, the supervisor may allow employee to make up time not to exceed an eight-hour shift or a forty-hour week. Each occurrence of tardiness must be documented on a timecard or sign in log.

Unexcused tardiness will result in loss of pay. A verbal warning will be given on the first occurrence. The second occurrence within a three month period may be cause for written instruction or written warning. A third occurrence within the same three month period may be cause for suspension.

Unexcused Absence: The supervisor will endeavor to discuss the reason for an unexcused absence with the employee. If there are clearly extenuating circumstances which can be justified, such as proven emergencies, no further disciplinary action will be taken. In the absence of justifiable circumstances, the employee will be considered AWOL. This will result in both loss of pay and disciplinary action in accordance with the PUC Disciplinary Guide.

Attendance Evaluation

Each employee's attendance will be evaluated on an annual basis when performance appraisals are conducted. Supervisors shall uniformly throughout Equipment Maintenance use the twelve-month attendance chart (see Attachment 6) to evaluate each employee's attendance. The official timeroll sheets should be used in completing the chart to ensure accuracy. The Attendance Review Chart is designed to provide an at-a-glance analysis of either an individual employee's attendance up to twelve months or a group of employees on a monthly basis. This chart should be filled out according to timeroll reports submitted to payroll. In analyzing the chart, scheduled absences for vacation, legal and floating holidays, and other similar planned leaves are not to be used when determining an employee's absenteeism.

Attachment 1

Sample of Request for Leave Form

City and County of San Francisco REQUEST FOR LEAVE SEE REVERSE SIDE FOR INFORMATION ON LEAVES		Distribution of Responsibility <input type="checkbox"/> Civil Service Commission (Military Leave and leave for other City and County employment only) <input type="checkbox"/> Department <input type="checkbox"/> Employee	
ITEMS 1 THROUGH 11 TO BE COMPLETED BY EMPLOYEE			
1. LAST NAME - FIRST NAME - M.I. (PRINT)	2. CLASS NUMBER	3. CLASS TITLE	
4. SOCIAL SECURITY NUMBER	5. EMPLOYMENT STATUS (check one) <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Probationary <input type="checkbox"/> Exempt		
6. DEPARTMENT, DIVISION & WORK SITE	7. PERIOD OF LEAVE From _____ Date _____ To _____ Inclusive		
8. TYPE OF LEAVE REQUESTED (check one) Sick Leave <input type="checkbox"/> (Physician to complete Sections 12 thru 18) Other <input type="checkbox"/> (Specify type and reason under Item 9)			
9. TYPE AND REASON (AS REQUIRED)			
EMPLOYEE'S CERTIFICATION			
I understand that while I am on this leave of absence I must not accept employment outside the City and County service (including military service) EXCEPT FOR PERSONAL LEAVE AND IN THOSE CASES where I have secured the PRIOR APPROVAL of my Department Head and the General Manager, Personnel.			
10. SIGNATURE OF EMPLOYEE		11. DATE OF REQUEST	
ITEMS 12 THROUGH 18 TO BE COMPLETED BY PHYSICIAN IN THE CASE OF SICK LEAVE REQUESTS ONLY			
12. I, the undersigned physician, do hereby certify that/that/this employee is incapacitated for the performance of required duties for the reasons and time period indicated below.			
13. NATURE OF ILLNESS			
13. DATE LEAVE TO START	14. DATE LEAVE TO END	NOTE: A DATE MUST BE ESTIMATED AND CANNOT EXCEED THREE MONTHS.	
15. PHYSICIAN'S NAME (PRINT)	16. DATE	17. PHYSICIAN'S ADDRESS	
14. PHYSICIAN'S SIGNATURE	18. TELEPHONE NUMBER		
ITEMS 19 THROUGH 22 TO BE COMPLETED BY DEPARTMENT			
20. Supervisor's Recommendation		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove for reasons attached	
Print Name _____ Signature _____		Ext. No. _____ Date _____	
21. Personnel Officer's Recommendation:		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove for reasons attached	
Signature _____		Date _____	
22. Approving Officer's Action:		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove for reasons attached	
Signature _____		Date _____	

Attachment 2

Sample of Call-In Procedures for Unscheduled Absences

EMPLOYEE NAME: _____ Date: _____ Class _____

You must notify _____ at _____
OFFICE/SUPERVISOR TELEPHONE
if you are unable to report for work on your assigned shift.

You must notify us at least _____ prior to (or after) the
start of your assigned shift. Failure to follow this procedure
may result in your being marked Absent Without Official Leave (AWOL).
AMT of TIME

EMPLOYEE SIGNATURE

SUPERVISOR'S NAME

SUPERVISOR SIGNATURE

cc. Employee file
Personnel Bureau

Attachment 3

Sample of Letter to Employee

Date _____

Name _____

Address _____

City, State _____

Dear Mr./Ms. _____:

Our records indicate that you have not reported to work for the past _____ days, nor have you contacted this office (or me). NC.

Please be advised that you are being marked Absent Without Official Leave (AWOL). Under Civil Service Rule 25, five (5) consecutive days of being AWOL, will constitute abandonment of position, which may result in an automatic resignation.

Please contact me as soon as possible at _____ Telephone No. _____ regarding your employment status.

Very truly yours,

Contact Person

cc: Employee File BPT
Employee File Equip Office
Union (Name of Representative)
Immediate Supervisor

Attachment 4

Sample of Memo to Director of BPT

APRIL 30, 1986

TO: ANDREA GOURDINE - DIRECTOR, BUREAU OF PERSONNEL & TRAINING
THRU: WILLIAM G. STEAD - GENERAL MANAGER, MUNICIPAL RAILWAY
THRU: ANN BRANSTON - DEP GEN MGR, EQUIPMENT MAINTENANCE

FR: MODAL MANAGER

RE: ABANDONMENT OF POSITION, JANE DOE - 1494, Clerk

Jane Doe has been absent without proper authorization since April 22, 1986, for a total of six (6) consecutive work days. She has not called in and we've been unsuccessful in several attempts to reach her by phone at her home and at the emergency number on file. Yesterday, April 29, we sent out a letter via certified mail to her last known address, asking that she contact-us-as soon as possible (see attached).

According to Civil Service Rule 25, we believe this constitutes Abandonment of Position, for which we request your office take action for the automatic resignation of Ms. Doe.

cc: employee file
Immediate Supervisor

Attachment 5

Sample of Notice of Sick Leave Restriction

NOTICE OF SICK LEAVE RESTRICTION

TO: _____
Employee Class Title

FROM: _____
Supervisor Class Title

DATE: _____

In accordance with Civil Service Rule #22:02-3, you will be placed on Sick Leave Restriction effective to _____ This action is taken because of your attendance record which: _____

While on sick leave restriction any medical appointments scheduled during your normal work hours must be reported to your supervisor as far ahead as possible. If you are absent from work, due to illness for any length of time, you must submit to your supervisor, immediately upon returning to work, a doctor's written statement which must:

1. Stipulate the nature of your illness.
2. If applicable, stating the length of time off work.
3. Have the physician's name, address, and phone number clearly printed or typed.
4. Must be signed and dated by the doctor personally.

Failure to meet the conditions of this restriction as stipulated above, may constitute absence without official leave and may be grounds for disciplinary action. Medical verifications may be subject to confirmation.

The primary purpose for this restriction is to prevent abuse of sick leave, which is an employee privilege, not an employee right. This restriction may be rescinded earlier if your attendance improves.

Received: _____
Employee's signature Date

cc: Division Manager
Personnel Officer
File

