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**IDnum** 75      **Language** English      **Country** United States      **State** CA

**Union** Roofers (United Union of Roofers, Waterproofers and Allied Workers) AFL-CIO

**Local** Local 40

Occupations Represented
Roofers

**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/L40ROOFERS/040%20Roofers%20-%20FINAL%20\(01-03\).PDF](http://www.ci.sf.ca.us/dhr/mou/L40ROOFERS/040%20Roofers%20-%20FINAL%20(01-03).PDF)

**Original\_format** PDF (unitary)

**Notes**

**Contact**

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

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN AND FOR**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS**  
**LOCAL 40**  
**JULY 1, 2001 - JUNE 30, 2003**

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## **ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the City and United Union of Roofers, Waterproofers and Allied Workers, Local 40 (hereinafter "Union").

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

2. The Union is recognized as the employee representative for bargaining unit 1-T. This unit consists of the following classes:

9343 Roofer  
9344 Roofer Supervisor I

3. The terms and conditions of this MOU shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this MOU.

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

4. This MOU shall not be binding or effective until it has been formally approved and adopted by the City in accordance with provisions and procedures of the Charter applicable thereto. Moreover, it is the intent of the Mayor, acting on behalf of the City, to make a binding agreement only on those matters within the scope of representation to which the parties have expressly agreed and as are within the Mayor's jurisdiction, powers and authorities. The Mayor does not intend or attempt to bind any board, commission or officer to any provision of this agreement over which the Mayor does not have authority or jurisdiction.

### **I.C. OBJECTIVE OF THE CITY**

5. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities consistent with duties and obligations set forth in the Charter.
6. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

**I.D. MANAGEMENT RIGHTS**

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

**I.E. NO WORK STOPPAGES**

8. It is mutually understood and agreed that during the term of this Memorandum of Understanding that 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 provision of the City Charter to refrain from strikes, slowdowns, or work stoppages against the City and County of San Francisco.

**I.F. APPRENTICESHIP PROGRAM**

9. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:
10. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill a journey-level vacancy with either a journey-level worker or an apprentice; and
11. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level class.
12. The following journey-level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:
- 9343 Roofer
13. The existing appointment schedule for the Apprenticeable Classes shall remain in existence; new journey-level permanent appointments to such classes shall be to a step not lower than the step occupied by the most junior permanent incumbent in that

classification.

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

#### **I.G. GRIEVANCE PROCEDURE**

15. The following procedure is adopted by the Parties to provide for the orderly and efficient disposition of grievances and is the sole and exclusive procedure for resolving grievances as defined herein.
16. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

##### Time Limits

17. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day", including weekends and holidays.

#### **STEPS OF THE PROCEDURE**

18. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure.
19. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
20. The grievant may have a Union representative present at all steps of the grievance procedure.
21. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty-five (25) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
22. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the

facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

23. The immediate supervisor shall respond in writing within ten (10) days following receipt of the Step 1 written grievance.
24. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing within ten (10) days of receipt of the step 1 answer. The intermediate supervisor must respond in writing within thirty (30) days of receipt of the Step 2 grievance.
25. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee shall respond in writing within thirty (30) days of receipt of the Step 3 grievance.
26. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director shall respond to the appeal in writing within thirty-five (35) days of receipt of the Step 4 grievance.

## **ARBITRATION**

27. If the Union is dissatisfied with the Step 4 response it may invoke arbitration by notifying the Director, Employee Relations in writing, within twenty (20) days of the date of the Step 4 decision.

### Selection of the Arbitrator

28. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon the parties shall request that the State Mediation and Conciliation Service provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name which remains shall be the arbitrator designated to hear the particular matter.
29. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the State Mediation and Conciliation Service.

### Authority of the Arbitrator



30. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.

#### Fees and Expenses of Arbitrator

31. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost: All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties.

#### Hearing Dates and Date of Award

32. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
33. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income derived from any subsequent employment or unemployment compensation received by the employee.
34. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

### **I.H. UNION SECURITY**

35. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220

### **I.I. DUES DEDUCTIONS**

36. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the

Union, an employee, except as set forth above, may only revoke a dues authorization by delivering the notice of revocation to the Controller during the months of March and October. The revocation notice shall be delivered to the Office of the Controller either by hand delivering it or by depositing it in the U.S. Mail addressed to the Office of the Controller, 875 Stevenson Street, Room 235, San Francisco, California 94103, on or before the 31st day of the eligible month as set forth above in this memorandum. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

## **I.J. ESTABLISHMENT OF AGENCY SHOP**

37. Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.
38. If the agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.

### Implementation of Agency Shop

39. Once agency shop has been established pursuant to the implementation procedures outlined above, the following provisions shall apply:
40. 1. Application
- Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in Class 9343 Roofer when on paid status.
41. These provisions shall not apply to individual employees of the City in representation Unit 1H who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.
42. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.

43. 2. Agency Shop Fee

All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: 1) the provision of sufficient financial information to gauge the propriety of the fees; 2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and 3) provision for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this MOU as an addendum when established.

44. 3. Religious Exemptions

Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, or has a good faith religious belief which prohibits Union contributions shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

45. 4. Payroll Deductions

The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.

46. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.

47. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union. Failure of an employee to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

48. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall

also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be regularly provided to the Union, at a cost not to exceed the actual cost, as determined by the Controller.

49. 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.

50. 5. Revocation of the Agency Shop Fee

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

51. 6. Financial Reporting

The Union shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. (LM-2).

52. 7. Indemnification

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

53. 8. Hudson Compliance

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

## ARTICLE II - EMPLOYMENT CONDITIONS

### II.A. PERSONNEL FILES

54. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than four (4) years of continuous service shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
55. 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 sealing may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.

### II.B. SUBSISTENCE PAY

56. Any employee covered by this MOU who is required to travel or who is temporarily assigned to a remote location (more than forty-five (45) miles beyond the City limit) in the course of his/her duties shall be entitled to subsistence pay in accordance with rates set by the City Controller in the Annual Salary Ordinance.
57. In cases where an employee is required to live away from the employee's place of residence, that employee shall be paid for those expenses incurred by this requirement in accordance with the rate set by the Controller pursuant to Administrative Code Section 10.32, unless the employee is furnished accommodations and subsistence by his/her department.

### II.C. SUBCONTRACTING

#### Subcontracting of Work (City Charter Section 10.104)

1. "Prop J." Contracts
58. 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.
59. 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.

60. 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,
61. (1) possible alternatives to contracting or subcontracting;
62. (2) questions regarding current and intended levels of service;
63. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
64. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
65. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
66. 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

67. 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.
68. 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.
69. 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.

#### **II.D. PROBATIONARY PERIOD**

70. All permanent employees shall serve a minimum of a six month probationary period, as defined and administered by the Civil Service Commission.
71. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

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

**III.A. WAGES**

72. Base wages shall be increased as follows:

Effective July 1, 2001	Effective January 5, 2002
3%	2%
Effective July 1, 2002	Effective January 4, 2003
2.5%	2.5%

73. In addition, effective July 1, 2001 there shall be a one time internal wage adjustment for the following classification:

<u>Classification</u>	<u>Wage Adjustment</u>
9344 Roofer Supervisor I	5% increase to base wage

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

75. Wage rates are set forth in Attachment A.

**III.B. MAINTENANCE AND CHARGES**

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

**III.C. WORK SCHEDULES**

**NORMAL WORK SCHEDULES**

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

78. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute



a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

58. 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.
79. A normal work week is a tour of duty on each of five consecutive days. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.
80. The purpose of this Article is to define the normal work day and week. It is not to be read as a guarantee of a particular number of hours of work or a particular schedule of work.
- Exceptions:
81. a. The 20 - 20 Educational Program.
82. b. Specially funded training programs approved by the Department of Human Resources.
83. 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.
84. d. Employees shall receive no compensation when properly notified (2hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
85. e. 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.

86. 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.
87. f. The normal work week for employees in classes 9343 Roofer and 9344 Roofer Supervisor I is as indicated. Hours of work for employees in classes 9343 Roofer and 9344 Roofer Supervisor I for the period March 1 through August 31 shall be thirty-six (36) hours per week. The work week is forty (40) hours from September 1 through February. Provided, however, that appointing officers may require employees to work eight hours per day or forty hours per week as a normal work week.
88. g. **Work Schedule**  
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.
89. h. **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.
90. i. **Voluntary Time off Program**  
The mandatory furlough provisions of CSC Rule 120.28.3 shall not apply to covered employees.
91. (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.

92. 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.
93. (2) Restrictions of Use of Paid Time Off While On Voluntary Time Off
94. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
95. (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.
96. (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.

#### PART-TIME WORK SCHEDULES

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

### III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

#### 1. NORMAL WORK SCHEDULES

98. 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

99. 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

100. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.
1. NIGHT DUTY
101. 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% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).
102. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.
103. 2. CALL BACK - Employees called back to their work locations, except those at remote locations where City supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. 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.
104. 3. STANDBY PAY - Employees who, as part of the duties of their positions are assigned in writing by the appointing officer to standby when normally off duty to be instantly available on call to perform their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with a pager or cell phone. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid while engaged in

such service at the usual rate of pay.

105. No employee shall be compensated for standby service unless the appointing officer assigns the employee in writing to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors. Standby pay shall not be allowed for positions with duties that are primarily administrative in nature.
106. 4. LEAD PAY - Employees in the class of 9343 Roofer who are designated by their supervisor as a lead worker 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 and order material for at least two other roofers or to take the lead on any job when at least two other roofers are assigned. Effective July 1, 2002, the rate shall be \$10 per day.
107. Employees are not eligible to receive both lead worker pay and acting assignment pay.
108. 5. ACTING ASSIGNMENT PAY - An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized, budgeted position shall be entitled to acting assignment pay, no earlier than the eleventh (11<sup>th</sup>) consecutive workday of such an assignment, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
109. If the conditions in the preceding paragraph are met, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Where the above requirements are satisfied, but an employee does not receive acting assignment pay, the employee must file a grievance within thirty (30) days after the first paycheck is issued for the acting assignment. Premiums based on percent of salary shall be paid at a rate that includes the acting assignment pay.
110. 6. SUPERVISORY DIFFERENTIAL ADJUSTMENT - The Human Resources Director is authorized to adjust the compensation of a supervisory employee, subject to the following conditions:
111. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

112. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
113. c. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
114. d. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.
115. e. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.
116. If the application of this Section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under the above paragraph are also met.
117. f. The decision of the Department of Human Resources as to whether the salary grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.
118. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
119. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.

120. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).
121. i. The appointing officer must immediately notify the Department of Human Resources of any change in the conditions or circumstances relevant to a request for salary adjustment under this section, including what changes in organizational structure or compensation support the adjustment.
122. j. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content of subordinate work and possesses education and/or experience appropriate to the technical assignment.

#### **III.F. OVERTIME COMPENSATION**

123. Overtime shall be defined as time worked in excess of 8 hours in a day or 40 hours in a normal work week. Employees working beyond the end of their regular shift may request a non-paid break period of up to thirty (30) minutes before the commencement of the extra work. Employees working more than four (4) hours of overtime may request a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.
124. 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.
125. 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.
126. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
127. Those employees subject to the provisions of the Fair Labor Standards Act who are

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

### **III.G. HOLIDAYS AND HOLIDAY PAY**

128. 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)

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

130. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

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

132. 2. **HOLIDAYS THAT FALL ON A SATURDAY** - For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday;



provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

133. 3. **HOLIDAY COMPENSATION FOR TIME WORKED** - Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked, provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of herein.
134. 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.
135. 4. **HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY** - Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
136. 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.

137. 5. **HOLIDAY PAY FOR EMPLOYEES LAID OFF** - An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.
138. 6. **EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION** - Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.
139. 7. **PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**  
Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
140. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
141. 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.
142. 8. **FLOATING HOLIDAYS** - Five floating days off in each fiscal year may be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. Employees (both full time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next except with the approval of the

Appointing Authority. No compensation of any kind shall be earned or granted for floating days off not taken off.

### **III.H. TIME OFF FOR VOTING**

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

### **III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

144. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
145. 2. Promotive Appointment in a Higher Class - An employee has completed the probationary period or six months of service, and who is appointed to a position in a higher classification, deemed to be promotive by the Department of Human Resources, shall have his/her salary adjusted to that step in the promotive class as follows:
146. The employee shall receive a salary grade in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly salary grade and shall not be above the maximum of the salary range of the promotive class.
147. For purpose of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.
148. 3. Non-Promotive Appointment - When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at the salary step that is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step that is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the new salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.
149. 4. Appointment above Entrance Rate - Subject to the Controller's certification of available funds and procedures to be established by DHR, an Appointing Officer may make appointments at any step in the salary grade under any of

the following conditions:

150. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the appointee's former classification; or
  151. b. Loss of compensation would result if the appointee accepts a position at the normal step; or
  152. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and
  153. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants an appointment above the entrance rate.
154. 6. Reappointment within Six Months - A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.
7. Compensation Adjustments
155. a. Prior Fiscal Year - When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same grade 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.
  156. 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.
  157. b. Salary Increase in Next Lower Rank - When a classification that was formerly a next lower rank in a regular civil service promotional examination receives grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she

would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

158. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a salary grade higher than the protected salary of the employee.

8. Compensation upon Transfer or Re-employment

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

laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this Agreement.

### **III.J. SENIORITY INCREMENTS**

163. 1. **ENTRY AT THE FIRST STEP** - Full time employees entering at Step 1 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. Part-time, regularly scheduled employees entering at Step 1 shall advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.
164. 2. **ENTRY AT OTHER THAN THE FIRST STEP** - Full time 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. Part-time, regularly scheduled employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of 2080 continuous hours of service. Further increments shall accrue following completion of the required service at this step and at each successive step.
165. 3. **DATE INCREMENT DUE** - Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided herein.
4. **EXCEPTIONS**
166. 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.
167. b. When records of service required for advancement in the step

increments within a salary grade are established and maintained by electronic data processing, then the following shall apply:

168. (1) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in this agreement. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
169. (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.
170. (3) Advancement through the increment steps of the salary grade shall accrue and become due and payable on the next day following completion of required service in the class, provided that the above procedure for advancement to the salary grade increment steps is modified as follows:
171. c. An employee who during that portion of his/her anniversary year prior to January 1, 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 .
172. An employee who during that portion of his/her anniversary year prior to January 1, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service prior to January 1..
173. d. 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.K. SICK LEAVE WITH PAY LIMITATION**

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

### **III.L. WORKERS COMPENSATION**

176. An employee who is absent because of an occupational or non-occupational disability ("disability leave") and who is receiving Workers' Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance ("disability indemnity pay"), may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.
177. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
178. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
179. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
180. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.



## **RETURN TO WORK**

181. The City will make a good faith effort to return employees, who have sustained an occupational injury or illness where the employee is temporarily unable to perform specified aspects of his or her regular job duties, to temporary modified duty within the employee's medical restrictions as defined by the treating doctor.
182. Duties of the modified assignment may differ from the employee's regular job duties and/or from the job duties regularly assigned to employees in the injured employee's classification.
183. When appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and/or in the employee's division or department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in a different division or department.
184. Modified-duty assignments are temporary only and may not exceed three (3) months, unless the Appointing Officer, after consulting with the employee's health care provider, extends the assignment for an additional period of time. Such extensions shall be subject to reevaluation by the Appointing Officer on a monthly basis. The total modified-duty assignment, including any extensions, shall not exceed six (6) months.
185. The employee will receive the base wage rate of their regular classification during the temporary assignment but not additional compensation (premiums), out of class pay, or acting assignment pay.
186. The Appointing Officer's decisions to grant or deny temporary modified-duty assignments and/or extensions of such assignments, as well as the impact of the Appointing Officer's decisions, shall not be subject to grievance or arbitration.
187. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act ("ADA"), the Fair Employment and Housing Act ("FEHA") and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

## **III.M. STATE DISABILITY INSURANCE**

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

**III.N. HEALTH AND WELFARE**

189. 1. EMPLOYEE HEALTH COVERAGE - The City agrees to continue to contribute the applicable rate per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the Charter.
190. 2. DEPENDENT HEALTH COVERAGE- - The City shall contribute up to \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.
191. 3. DENTAL COVERAGE - Each employee covered by this agreement shall be eligible to participate in the City's dental program.
192. 4. SINGLE EMPLOYEES - For "medically single" employees, i.e., benefited employees not receiving this 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.
193. 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.
194. 5. CONTRIBUTIONS WHILE ON UNPAID LEAVE - As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

**III.O. RETIREMENT CONTRIBUTION.**

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

196. 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.
197. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

#### Retirement Seminar Release Time

198. 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.
199. 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.
200. All such seminars must be located within the Bay Area.
201. This section shall not be subject to the grievance procedure.

### **III.P. FAIR LABOR STANDARDS ACT**

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

### **III.Q. PILOT WELLNESS INCENTIVE PROGRAM**

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

attendance.

205. 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.
206. 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.
207. 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
208. 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.
209. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

### **III.R. VOLUNTEER/PARENTAL RELEASE TIME**

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

## **ARTICLE IV - WORKING CONDITIONS**

### **PROTECTIVE CLOTHING & EQUIPMENT**

212. Employees covered by this Agreement may be provided with 4 pairs of pants, 4 shirts, coveralls or other protective clothing and laundry as deemed appropriate by and authorized by the Appointing Officer, after consultation with appropriate employee representatives, and subject to the availability of funds.
213. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

## **ARTICLE V. - SCOPE**

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

### **V.A. SCOPE OF AGREEMENT**

215. The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees, that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement, provided, however, that nothing herein shall prohibit the parties from meeting and conferring regarding matters which may require Charter amendments.

### **V.B. ZIPPER CLAUSE**

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

#### **PAST PRACTICE**

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

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

218. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and

confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. No later than January 1, 2002, except that this date may be extended for up to an additional three months if requested by either party, such Civil Service Rules and Administrative Code provisions shall be appended to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

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

**V.C. DURATION OF AGREEMENT**

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

**V.D. SAVINGS CLAUSE**

221. Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU 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.

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

FOR THE CITY

FOR THE UNION

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

\_\_\_\_\_  
Steve Tucker  
Roofers, Local 40

\_\_\_\_\_  
Geoffrey L. Rothman  
Director, Employee Relations Division

Approved as to Form:  
Louise Renne, CITY ATTORNEY

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



**APPENDIX A**  
**PAST PRACTICE ENUMERATIONS**

**Parking - Port Only**

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

**Travel Time**

Travel time to and from any job outside of the City and County of San Francisco shall continue.

**Work Clothes**

The funds allotted to protective work clothing shall continue.

**Tools**

The City shall continue to provide all hand tools for roofers.

**Attachment A**

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

**Roofers, Local 40**

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	9343 ROOFER	✓	06120	\$1,809	\$1,899	\$1,994	\$2,094	\$2,199
	9344 ROOFER SUPERVISOR I	✓	06410	\$2,084	\$2,188	\$2,297	\$2,412	\$2,533
1/5/02	9343 ROOFER	✓	06160	\$1,844	\$1,936	\$2,033	\$2,135	\$2,242
	9344 ROOFER SUPERVISOR I	✓	06450	\$2,124	\$2,230	\$2,342	\$2,459	\$2,582
7/1/01	9343 ROOFER	✓	06210	\$1,890	\$1,985	\$2,084	\$2,188	\$2,297
	9344 ROOFER SUPERVISOR I	✓	06500	\$2,178	\$2,287	\$2,401	\$2,521	\$2,647
1/4/03	9343 ROOFER	✓	06260	\$1,936	\$2,033	\$2,135	\$2,242	\$2,354
	9344 ROOFER SUPERVISOR I	✓	06550	\$2,230	\$2,342	\$2,459	\$2,582	\$2,711

2001-2003 Memorandum of Understanding  
City and County of San Francisco and  
Roofers, Local 40

5/15/01