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Agreement between the International Association of Bridge, Structural, Ornamental & Reinforcing Iron, Local 377, AFL-CIO and the City and County of San Francisco, 2001-2003

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Union Iron Workers (International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers) AFL-CIO

Local Local 377

Occupations Represented
Structural and reinforcing iron and metal workers

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

March 28, 2001

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL ORNAMENTAL ,
REINFORCED IRON WORKERS, RIGGERS AND MACHINERY MOVERS
LOCAL 377**

July 1, 2001 – June 30, 2003

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ARTICLE I – REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representatives acting on behalf of the Board of Supervisors and the International Association of Bridge, Structural, Ornamental, Reinforced Iron Workers, Riggers and Machinery Workers, Local 377 (hereinafter "Union").

I.A. RECOGNITION

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

7389 Metalsmith
7395 Ornamental Iron Worker
9342 Ornamental Iron Worker Supervisor I
9346 Fusion Welder

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

I.B. NO STRIKE PROVISION

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

I.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 and is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
6. The Union recognizes the City's right to establish and/or revise performance standards, work rules, or norms notwithstanding the existence of prior performance levels, rules, 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.

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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 the 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. GRIEVANCE PROCEDURE

8. 1. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
9. 2. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.
3. Exclusions - A grievance does not include the following:
10. a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
11. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.
12. 4. Time Limits
- 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 of a "day" is defined as a "calendar day", including weekends and holidays
5. Steps of the Procedure - Non Discipline
13. a. Except for grievances involving multiple employees or discipline, all

grievances must be initiated at Step 1 of the grievance procedure.

14. (1) A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
15. (2) The grievant may have a Union representative present at all steps of the grievance procedure.
16. b. Step 1:
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) 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.
17. (1) If the grievance is not resolved within seven (7) days after the 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.
18. (2) The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
19. c. Step 2:
A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the immediate 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 grievance.
20. d. Step 3:
A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee shall respond in writing within thirty (30) days of receipt of the grievance.

- 21. e. Step 4:
A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director shall respond to the appeal in writing within thirty-five (35) days of receipt of the appeal.
- 22. f. Arbitration:
If the Union is dissatisfied with the Step 4 answer it may invoke arbitration by notifying the Director Employee Relations in writing, within twenty (20) days of the 4th Step decision.

5. Selection of the Arbitrator

- 23. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon the parties shall request that the State Mediation and Conciliation Service (SMCS) 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.
- 24. b. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including the expedited appointment of an arbitrator from a list provided by the State Mediation and Conciliation Service (SMCS).

25. Discipline/Discharge Grievances

Permanent employees who have satisfactorily completed the probationary period may grieve (appeal) suspensions, disciplinary demotions or discharges.

6. Steps of the Procedure - Disciplinary Grievances

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

27. b. Step 2:
The Union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days. The Director may convene a grievance meeting within twenty (20) days with the grievant and the grievant's Union. The Director shall respond to the grievance in writing within ten (10) days of the meeting or if none is held within twenty (20) days of receipt of the appeal.
28. c. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to the arbitration with the ERD no later than fifteen (15) days following issuance of the final City decision.
29. d. Selection of the Arbitrator

Selection of the arbitrator shall be as in Section 5 above.
7. 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.
8. 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.
9. 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 the 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. 10. 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. 11. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.F. STEWARDS

35. The Union shall at least annually furnish the City with an accurate written list of stewards and alternate stewards, with not more than one steward per City department, upon request by the City. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
36. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
37. Upon notification of a designated management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that the steward release time will be kept to a minimum.
38. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the employees for purposes of representation.

I.G. AGENCY SHOP

1. Establishment of Agency Shop
39. 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.

40. If 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.

2. Implementation of Agency Shop

41. Once agency shop has been established pursuant to the procedures outlined above, the following shall apply:

42. a. Application

Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union when on paid status. These provisions shall not apply to individual employees of the City 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. 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 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. 3. Agency Shop Fee

All employees of the City when on paid status, as described in Section I.G.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. 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.

44. 4. Religious Exemptions

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Any employee who demonstrates in a manner of satisfactory to the Union that he or she is a member of a bona fide religion, body, or sect which historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying an agency fee to the Union, if such employees make a Qualified Charitable Contribution at the time and manner hereinafter prescribed:

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

5. Payroll Deductions

49. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees

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shall be amended as necessary. The Controller may take up to 30 days to implement such changes.

50. Effective the second complete pay period commencing after the election or request of showing described in (b) and each pay period thereafter. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in herein..

6. Service Fee

51. 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.

7. Employee Lists

52. a. 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 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.

53. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

8. Revocation of the Agency Shop Fee

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

9. Financial Reporting

55. Records of financial transactions shall be maintained and made available by the

Union, as required by California Government Code Section 3502.5 (d)

10. Indemnification
56. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.
11. Voluntary Contributions by Checkoff
57. The City agrees that it will check-off and transmit to the International Association of the Bridge, Structural, Ornamental Reinforced Iron Workers, Riggers and Machinery Movers, Local 377, for the Ironworkers Political Action League (IPAL) as registered with the Secretary of the State of California the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the form provided for that purpose by said fund.
58. The District Council of Ironworkers and Local Union 377 of the International Association of Bridge, Structural, Ornamental, Reinforced Iron Workers, riggers and Machinery Movers hereby agree to indemnify and hold harmless the City and County from any loss or damage sustained which arise from the operation of this section.

I.H. APPRENTICESHIP PROGRAM

59. 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:
 60. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill any vacancy with either a journey-level worker or an apprentice; and
 61. 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.
62. The following journey-level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:

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7395 Ornamental Iron Worker
9346 Fusion Welder

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ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

63. 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, 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. The City shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.

II.B. PROBATIONARY PERIOD

64. The probationary period shall be six (6) months, as defined and administered by the Civil Service Commission.
65. A probationary period may be extended by mutual agreement by the city and the union.

II.C. AMERICANS WITH DISABILITIES ACT

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

II.D. SICK LEAVE

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

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

68. Base wages shall be increased as follows:

Effective July 1, 2001	Effective January 5, 2002
3%	2.0%
Effective July 1, 2002	Effective January 4, 2003
2.5%	2.5%

69. WAGE ADJUSTMENT:

Effective July 1, 2001: There will be a one-time wage adjustment of 3.5% for Class 9342 Ornamental Ironworker Supervisor I.

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

71. Wage rates are set forth in Attachment A.

III.B. MAINTENANCE AND CHARGES

72. 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

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

74. b. A normal work week for classifications 7395, 9342 and 9346 shall consist of forty (40) hours worked from Monday through Friday inclusive. Upon the request of the City and County, the Union agrees to meet and confer regarding the establishment of work shifts other than Monday through Friday.

75. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or

professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty hour-a-week employees.

76. 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.

77. 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.

78. c. A normal workweek is a tour of duty on each of five consecutive days. 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.

d. Exceptions:

79. (1) The 20-20 Educational Program.

80. (2) Specially funded training programs approved by the Department of Human Resources.

81. (3) Educational and Training Courses - Regular permanent civil

service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

82. (4) 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.
83. (5) 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.
84. (6) 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.
85. 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.
86. (7) City-Wide 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 workweek 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 workweek.

2. PART-TIME WORK SCHEDULE

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

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III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedules
88. 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
89. 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

90. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.
1. CALL BACK - Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be 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 stand by status. The employee's workday shall not be adjusted to avoid the payment of this minimum.
 2. 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 the Federal Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device or cellular telephone does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service the usual rate of pay for such service as provided in this agreement. No employee shall be compensated for standby service unless the appointing officer assigns the

employee in writing to such standby service. Standby pay shall not be allowed for positions whose duties are primarily administrative in nature.

93. 3. LEAD PERSON PAY - Employees in covered classes designated by their supervisor or foreman as a lead employee 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. Effective July 1, 2002, the rate shall be \$10 per day.
94. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.
95. 4. 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 (11th) consecutive work day of the assignment after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
96. If the conditions in the preceding paragraph are met, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary grade of the class to which temporarily assigned.
97. Where the above requirements are satisfied but an employee does not receive acting assignment pay, the employee must file a grievance within fifty days of written notice of the assignment. Premiums based on percent of salary shall be paid at a rate that includes the acting assignment pay.
98. 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT - The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
99. 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.

100. 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.
101. 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.
102. 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.
103. 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.
104. 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.
105. 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.
106. 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.
107. 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.
108. 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%)

109. i. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
- 110.. 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
111. 6. CONTAINER CRANE PREMIUM FOR CLASSIFICATION 9346 FUSION WELDER – Port employees of the Maintenance Department in classification 9346 Fusion Welder who are assigned to in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen percent (15%) above the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.
112. 7 NIGHT DUTY
Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), 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.).
113. 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.

III.F. OVERTIME COMPENSATION

114. Overtime compensation shall be paid to represented employees for hours of overtime actually worked in excess of forty (40) hours per week.
115. Overtime shall be calculated and paid on the base hourly rate only. If eligible for premium pay, the premium will be paid for all hours worked at the applicable premium rate.
116. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. 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.
117. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
118. 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.
119. 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.
120. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is know 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.
121. 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.

III.G. RECORDATION OF OVERTIME

- 122. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
- 123. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
- 124. 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.H. HOLIDAYS AND HOLIDAY PAY

- 125. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
 - January 1 (New Year's Day)
 - the third Monday in January (Martin Luther King, Jr.'s Birthday)
 - the third Monday in February (President's Day)
 - the last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - the first Monday in September (Labor Day)
 - the second Monday in October (Columbus Day)
 - November 11 (Veteran's Day)
 - Thanksgiving Day
 - the day after Thanksgiving
 - December 25 (Christmas Day)
- 126. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
- 127.. The City shall accommodate religious belief or observance of employees as required by law.
- 128. 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.
- 129. 1. **HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE** - Employees who have established initial eligibility for floating days off and subsequently separate from

City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

130. 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. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.
131. 3. **IN-LIEU HOLIDAY ELIGIBILITY** - Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
132. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
133. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer
134. 4. **HOLIDAY COMPENSATION FOR TIME WORKED** - Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 h for less ours pay for 8 hours worked or a proportionate amount, if less than eight (8) hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
135. 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 (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.

136. 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.
137. 7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS - Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.
138. 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.
139. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.
140. Five floating holidays off in each fiscal year may be taken on days selected by the employee (if conferred in agreement and for unrepresented employees), subject to prior scheduling approval of the appointing officer, who shall not unreasonably withhold such approval. 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 , who shall not unreasonably withhold such approval. No compensation of any kind shall be earned or granted for floating days off not taken off.

III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS

141. 1. Appointments to positions in the City and County Service shall be at the entrance

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rate established for the position except as otherwise provided herein.

142. 2. PROMOTIVE APPOINTMENT IN A HIGHER CLASS - An employee who has completed 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:

The employee shall receive a salary grade in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

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

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

145. 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.

146. 4. APPOINTMENT ABOVE ENTRANCE RATE - Upon the request of an appointing officer, appointments may be made at any step in the compensation schedule upon recommendation of the Human Resources Director under the following conditions:

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

148. b. Loss of compensation would result if appointee accepts position at the

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normal step; or

149. 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
150. d. The Controller certifies that funds are available. To be considered, request 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 fiscal year in which the appointment is made.
151. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.
152. Determination of Pay for Position Formerly Exempt – When a position in the municipal service has been exempt from the Salary Standardization provisions of the Charter and becomes subject thereto, or when a position becomes subject to the Salary Standardization provisions of the Charter through acquisition of a public utility, the salary of the employee holding such position shall be calculated by including credit for continuous paid or non-paid service in the position immediately prior to its becoming subject to Salary Standardization.
153. Exempt Appointive Position – An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary schedule, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.
154. 5. REAPPOINTMENT WITHIN SIX MONTHS - A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.
6. COMPENSATION ADJUSTMENTS
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 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.

156. b. 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. c. Salary Increase in Next Lower Rank - When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary 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.
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 compensation schedule higher than the protected salary of the employee.
159. d. Flat Rate Converted to Salary Range - An employee serving in a class in the prior fiscal year at a flat rate which is changed to a 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.
160. e. Continuation of Salary Step Plan Earned Under Temporary Appointment - When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same

classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this agreement, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

- 161. f. Credit for Temporary Service - A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon
- 162. g. Salary Anniversary Date Adjustment - Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

- 163. 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.
- 164. b. Reemployment in Same Class Following Layoff - An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
- 165. c. Reemployment in an Intermediate Class - An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if

promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

166. d. Reemployment in a Formerly Held Class - An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.J. TIME OFF FOR VOTING

167. 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.K. METHODS OF CALCULATION

168. 1. BI-WEEKLY - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
169. 2. PER DIEM OR HOURLY - An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.L. SENIORITY INCREMENTS

170. 1. ENTRY AT THE FIRST STEP - Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
171. 2. ENTRY AT OTHER THAN THE FIRST STEP - Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive

step

172. An employee appointed to a position in a classification, the compensation for which was fixed in the prior fiscal year pursuant to Section A8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this agreement based upon the employee's service in said classification.
173. 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.

EXCEPTIONS

174. 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.
175. 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:
176. (1) An employee, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in this agreement. Employees shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
177. (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.
178. (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:

179. 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.
180. 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.
181. (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. VACATION ACCRUAL

182. 1. Definitions. "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
183. 2. Award and Accrual of Vacation. Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
184. a. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
185. b. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
186. c. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

187. d. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

III.N. HEALTH AND WELFARE

188. 1. **EMPLOYEE HEALTH COVERAGE** - Pursuant to the City Charter, the City agrees to contribute the amount applicable per month directly into the City Health Services System for each employee who is a member of the Health Services System. The level of benefits is set pursuant to the City Charter and the Health Services System.
189. 2. **DEPENDENT HEALTH CARE PICK-UP** - Amount of Employee Contribution to be paid by the City
The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged for an employee plus two or more dependents category.
190. 3. **SINGLE EMPLOYEES** - For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.
191. 4. **DENTAL COVERAGE** - Each employee covered by this agreement shall be eligible to participate in the City's dental program.
192. 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.

193. 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 PICK-UP

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

III.P. PRE-RETIREMENT SEMINAR

197. 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.
198. 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.
199. All such seminars must be located within the Bay Area.
200. This section shall not be subject to the grievance procedure.

III.Q. FEDERAL MINIMUM WAGE

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

III.R. FAIR LABOR STANDARDS ACT

202. The City agrees that it will, at a minimum, compensate in a manner consistent with the Fair Labor Standards Act.

No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

III.S. STATE DISABILITY INSURANCE

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

III.T. PARENTAL LEAVE

Volunteer/Parental Release Time

204. 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).

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

III.U. WORKERS COMPENSATION

1. **WORKERS COMPENSATION & SDI SUPPLEMENTATION**

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206. 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, and such approval shall not be unreasonably withheld.
207. 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.
208. 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.
209. 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.
210. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.V. PILOT WELLNESS INCENTIVE PROGRAM

211. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
212. 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.
- 213.. 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.

214.. 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

215. 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.

216. 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 - WORKING CONDITIONS

WORK CLOTHING

217. All employees covered by this Agreement shall be provided with work clothing as deemed appropriate by the appointing officer. Such clothing may consist of gloves, safety glasses, (goggles or, if necessary, prescription safety glasses) overalls, leather aprons and foul weather rain gear. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

ARTICLE V - SCOPE

218. 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

219. 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 jurisdiction of the Board of Supervisors 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 matter which may require Charter amendments.

V.B. SAVINGS CLAUSE

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

V.C. REOPENER

221. Consistent with the provisions of charter section A8.409, an agreement shall be reopened if the charter is amended to enable the city and the Union to arbitrate retirement benefits

V.D. ZIPPER CLAUSE

222. 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

223. The parties agree to abide by the past practices listed below.
224. The following provisions apply to the San Francisco Port, Recreation and Park and Administrative Services Departments:

Meal Periods and Breaks

The unpaid meal period shall be thirty (30) minutes occurring approximately mid-day or mid shift. Each covered employee shall be provided one fifteen (15) minute break period in mid-morning and one fifteen (15) minute break period in mid-afternoon.

Lockers

Lockers are furnished for covered employees, as available.

Parking

Free parking shall be furnished for covered employees, as available.

Vacation Sign Up

If requests for vacation sign up are submitted on the same day, the most senior employee's request will be given first consideration.

Employee Facilities

Availability of refrigerator and microwave will continue at work locations where they are currently provided. City will provide soap and water for clean up and will also provide a locker area.

225. The following provisions apply only to the San Francisco Port and Recreation & Park Departments:

Clean Up

Each covered employee shall be provided with fifteen (15) minutes prior to the meal period (lunch) for clean up and fifteen (15) minutes prior to quitting time for clean up.

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Tools

The City will provide hand and power tools as necessary.

Safety

City will conduct one (1) safety meeting per pay period. CPR instruction will be offered annually and First Aid training offered every three (3) years.

226. The following provisions apply only to the Administrative Services Department:

Clean Up

Each covered employee shall be provided with ten (10) minutes prior to the meal period (lunch) for clean up and ten (10) minutes prior to quitting time for clean up

Tools

The City will provide power tools and special tools as necessary.

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

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

228. 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.

229. 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.E. TERMS OF AGREEMENT

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

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

FOR THE CITY

FOR THE UNION

Andrea R. Gourdine
Human Resources Director

Dan Hellevig
Business Representative

Geoffrey L. Rothman
Director, Employee Relations Division

Approved as to Form:
CITY ATTORNEY

Linda Ross
Chief Labor Attorney

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Attachment A

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

Ironworkers, Local 377

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	7389 METALSMITH	✓	05940	\$1,658	\$1,740	\$1,827	\$1,918	\$2,014
	7395 ORNAMENTAL IRON WORKER	✓	06190	\$1,871	\$1,965	\$2,063	\$2,166	\$2,274
	9342 ORNAMENTAL IRON WORKER SUPVR I	✓	06450	\$2,124	\$2,230	\$2,342	\$2,459	\$2,582
	9346 FUSION WELDER	✓	06540	\$2,221	\$2,332	\$2,449	\$2,571	\$2,700
1/5/02	7389 METALSMITH	✓	05980	\$1,690	\$1,773	\$1,862	\$1,955	\$2,053
	7395 ORNAMENTAL IRON WORKER	✓	06230	\$1,909	\$2,004	\$2,104	\$2,209	\$2,319
	9342 ORNAMENTAL IRON WORKER SUPVR I	✓	06490	\$2,166	\$2,274	\$2,388	\$2,507	\$2,632
	9346 FUSION WELDER	✓	06580	\$2,264	\$2,377	\$2,496	\$2,621	\$2,752
7/1/02	7389 METALSMITH	✓	06030	\$1,731	\$1,818	\$1,909	\$2,004	\$2,104
	7395 ORNAMENTAL IRON WORKER	✓	06280	\$1,955	\$2,053	\$2,156	\$2,264	\$2,377
	9342 ORNAMENTAL IRON WORKER SUPVR I	✓	06540	\$2,221	\$2,332	\$2,449	\$2,571	\$2,700
	9346 FUSION WELDER	✓	06630	\$2,319	\$2,435	\$2,557	\$2,685	\$2,819
1/4/03	7389 METALSMITH	✓	06080	\$1,773	\$1,862	\$1,955	\$2,053	\$2,156
	7395 ORNAMENTAL IRON WORKER	✓	06330	\$2,004	\$2,104	\$2,209	\$2,319	\$2,435
	9342 ORNAMENTAL IRON WORKER SUPVR I	✓	06590	\$2,274	\$2,388	\$2,507	\$2,632	\$2,764
	9346 FUSION WELDER	✓	06680	\$2,377	\$2,496	\$2,621	\$2,752	\$2,890

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6/11/01

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