

# UC Berkeley

## Labor Contracts Repository

### Title

Agreement between the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO and the City and County of San Francisco, 2001-2003

### Permalink

<https://escholarship.org/uc/item/8fq5323m>

### Author

International Federation of Professional and Technical Engineers, Local 21, AFL-CIO

### Publication Date

2001

## Metadata header

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

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

**IDnum** 64      **Language** English      **Country** United States      **State** CA

**Union** International Federation of Professional and Technical Engineers, AFL-CIO

**Local** Local 21

Occupations Represented
Multiple occupations represented

**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/LOCAL2122/local21.pdf>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

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

---

AGREEMENT

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

FOR FISCAL YEARS

2001-2002, 2002-2003

MEMORANDUM OF UNDERSTANDING, FY 2001-2003  
CITY AND COUNTY OF SAN FRANCISCO AND  
IFPTE LOCAL 21

## TABLE OF CONTENTS

<b>ARTICLE I: REPRESENTATION .....</b>	<b>9</b>
<b>I.A. RECOGNITION .....</b>	<b>9</b>
1. Successor Representation.....	9
2. Unit Assignment Resolution .....	9
<b>I.B. NO WORK STOPPAGES.....</b>	<b>9</b>
<b>I.C. MANAGEMENT RIGHTS.....</b>	<b>10</b>
<b>I.D. UNION/CITY RELATIONS COMMITTEE.....</b>	<b>10</b>
<b>I.E. GRIEVANCE PROCEDURES.....</b>	<b>10</b>
1. Definition .....	10
2. Time Limits.....	11
3. Steps of the Procedure .....	11
4. Arbitration.....	13
5. Selection of the Arbitrator .....	13
6. Authority of the Arbitrator.....	13
7. Fees and Expenses of Arbitrator .....	13
8. Hearing Dates and Date of Award .....	14
9. Discipline/Discharge Grievances.....	14
10. Expedited Arbitration.....	15
<b>I.F. OFFICIAL REPRESENTATIVES AND STEWARDS.....</b>	<b>16</b>
1. Official Representatives.....	16
2. Stewards.....	17
<b>I.G. UNION LEAVE .....</b>	<b>18</b>
<b>I.H. UNION SECURITY.....</b>	<b>18</b>
1. Authorization for Deductions .....	18
2. Dues Deductions .....	18
3. Fair Share Agreement .....	19
4. Implementation .....	19
5. Service Fee.....	20
6. Financial Reporting.....	20
7. Religious Exemption.....	20
8. Payroll Deduction .....	20
9. Employee Lists.....	21
<b>I.I. BULLETIN BOARDS .....</b>	<b>21</b>
<b>I.J. NEW HIRES .....</b>	<b>21</b>
<b>I.K. DATA .....</b>	<b>21</b>
<b>I.L. ADDITIONAL DATA .....</b>	<b>22</b>

<b>ARTICLE II: EMPLOYMENT CONDITIONS.....</b>	<b>22</b>
<b>II.A. NON-DISCRIMINATION .....</b>	<b>22</b>
<b>II.B. PROBATIONARY PERIOD .....</b>	<b>22</b>
<b>II.C. PROFESSIONAL STANDARDS .....</b>	<b>26</b>
<b>II.D. REASONABLE ACCOMODATIONS .....</b>	<b>26</b>
<b>II.E. SUBCONTRACTING OF WORK.....</b>	<b>26</b>
1. "Prop J." Contracts.....	26
2. Personal Services Contracts.....	27
<b>II.F. EMPLOYEE REASSIGNMENTS .....</b>	<b>27</b>
<b>II.G. WORKFORCE REDUCTION .....</b>	<b>28</b>
1. Obligation to Meet & Confer on Employee Workloads .....	28
2. Advance Notice of Pending Layoffs.....	28
3. Layoff Procedures.....	28
<b>II.H. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON         LAYOFF FROM PERMANENT POSITION .....</b>	<b>29</b>
<b>II.I. TRAVEL REIMBURSEMENT.....</b>	<b>29</b>
1. Municipal Railway.....	29
2. Automobile Allowances.....	29
3. Mileage Allowance .....	30
<b>II.J. PARKING FACILITIES .....</b>	<b>30</b>
<b>II.K. OUT-OF-AREA AUDITS - PERSONAL PROPERTY AUDITORS.....</b>	<b>31</b>
<b>II.L. MEAL ALLOWANCE.....</b>	<b>31</b>
<b>II.M. TRAVEL PAY.....</b>	<b>31</b>
<b>II.N. CELL PHONE USAGE FOR HOME HEALTH REHABILITATION         PROFESSIONALS.....</b>	<b>31</b>
<b>II. O. PERSONNEL FILES.....</b>	<b>31</b>
<b>ARTICLE III: PAY, HOURS AND BENEFITS ARTICLE .....</b>	<b>32</b>
<b>III.A. WAGES.....</b>	<b>32</b>
<b>III.B. ADDITIONAL COMPENSATION .....</b>	<b>33</b>
1. Special Adjustments .....	33
a. Fire Safety Inspectors .....	33
b. Deep Class -- Class 1241.....	33
c. Mental Health Treatment Specialists .....	35
d. Physician Assistants .....	35
e. Project Management.....	35
f. Planners .....	36
g. Personnel Series .....	36
h. Accountants .....	36
i. Auditors .....	37

j.	Technical Engineers .....	37
k.	Forensic Toxicologists .....	37
m.	Water Quality and Waste Water Inspection Series .....	37
n.	Purchasers.....	38
o.	Engineers .....	38
p.	Architects and Landscape Architects .....	39
q.	Real Property Officer .....	40
r.	Information Technology.....	40
s.	Executive Secretary .....	42
t.	Legislative Aides.....	42
u.	EAP Counselors .....	42
v.	Public Information and Relations Officers.....	43
w.	Administrative Services Manager .....	43
x.	Sign Workers.....	43
y.	Housing Inspectors .....	43
z.	Police Communication Shift Supervisor .....	43
aa.	Physical Therapists/Occupational Therapists.....	43
ab.	Physical Therapy Assistants .....	43
ac.	Statisticians.....	44
ad.	Legislative Analysts .....	44
ae.	Construction Inspectors .....	44
af.	Sewage Treatment Plant Superintendents .....	44
2.	Acting Assignment Pay.....	44
3.	Acting Assignment Pay for Water Quality Chemists .....	45
4.	Supervisory Differential Adjustment.....	45
5.	Lead Person Pay.....	47
6.	Supervisory Differential for Classification 2924 Medical Social Work Supervisor ....	47
7.	Licensed Civil/Structural Engineers .....	47
8.	Certificate of Competency .....	47
9.	Bilingual Premium .....	47
10.	Salary Credits (Deferred Compensation).....	48
11.	Standby Pay .....	50
12.	Call Back.....	50
14.	County Surveyor Premium .....	51
15.	MTA Performance/Attendance Incentive Pay .....	51
<b>III.C.</b>	<b>SALARY STEP PLAN AND SALARY ADJUSTMENT.....</b>	<b>51</b>
1.	Promotive Appointment in a Higher Class .....	51
2.	Probationary Periods for Promotive Appointments .....	52
3.	Non-promotive Appointment.....	52
4.	Appointment Above Entrance Rate .....	52
5.	Reappointment Within Six Months .....	53

6. Compensation Adjustments .....	53
a. Salary Increase in Next Lower Rank Classification .....	53
b. Flat Rate Converted to Salary Range.....	53
c. Continuation of Salary Step Earned Under Temporary Appointment.....	54
d. Credit for Temporary Service .....	54
e. Salary Anniversary Date Adjustment.....	54
7. Compensation Upon Transfer or Reemployment .....	54
a. Transfer .....	54
b. Reemployment in Same Classification Following Layoff.....	55
c. Reemployment in an Intermediate Classification .....	55
d. Reemployment in a Formerly Held Classification.....	55
<b>III.D. METHODS OF CALCULATION.....</b>	<b>55</b>
1. Monthly.....	55
2. Bi-Weekly .....	55
3. Per Diem or Hourly.....	56
4. Weekly .....	56
5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly .....	56
6. Daily Rates for Monthly and Bi-Weekly .....	56
7. Conversion to Bi-Weekly Rates.....	56
<b>III.E. SENIORITY INCREMENTS .....</b>	<b>56</b>
1. Advancement Through Salary Steps.....	56
2. Date Increment Due .....	57
3. Schedule of Salary Increments.....	57
4. Exceptions.....	57
<b>III.F. WORK SCHEDULES .....</b>	<b>58</b>
1. Regular Work Schedules.....	58
a. Regular Work Day .....	58
b. Regular Work Week .....	59
2. Flexible Work Schedule.....	59
3. Alternate Work Schedule .....	59
4. Voluntary Reduced Work Week .....	60
5. Voluntary Time Off Program (“VTOP”).....	60
6. General Provisions .....	60
7. Restrictions on Use of Paid Time Off while on Voluntary Time Off.....	60
8. Duration and Revocation of Voluntary Unpaid Time Off.....	60
<b>III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME .....</b>	<b>61</b>
1. Non-Z Designated Classifications: .....	61
2. Z-Designated Classifications .....	62
3. Part-Time Employees.....	62
<b>III.H. FAIR LABOR STANDARDS ACT.....</b>	<b>63</b>
<b>III.I. HOLIDAYS .....</b>	<b>63</b>

1. Holiday Compensation for Time Worked.....	64
2. Holidays for Employees on Work Schedules Other Than Monday Through Friday....	65
3. Holiday Pay for Employees Laid Off .....	65
4. Employees Not Eligible for Holiday Compensation .....	65
5. Part-time Employees Eligible for Holidays .....	65
6. Holiday Compensation for Employees Working Alternative Work Schedules.....	66
7. Z Employees .....	66
<b>III. J. VACATION.....</b>	<b>66</b>
1. Definitions.....	66
2. Award and Accrual of Vacation .....	66
<b>III.K. TIME OFF FOR VOTING .....</b>	<b>67</b>
<b>III.L. PROVISIONAL EMPLOYEES .....</b>	<b>67</b>
<b>III.M. PER-DIEM REHABILITATION PROFESSIONALS .....</b>	<b>68</b>
<b>III.N. HEALTH AND WELFARE AND DENTAL INSURANCE .....</b>	<b>68</b>
1. City Contribution .....	68
2. Benefits While on Unpaid Leave .....	68
3. Hetch Hetchy Stipend .....	68
4. Life Insurance .....	69
<b>III.O. RETIREMENT .....</b>	<b>69</b>
1. Retirement Payments .....	69
2. Quarterly Report and Annual Meeting .....	70
3. Safety Retirement.....	70
4. Release Time for Pre-Retirement Planning Seminars .....	70
<b>III. P. STATE DISABILITY INSURANCE (SDI).....</b>	<b>70</b>
<b>III.Q. WORKER’S COMPENSATION LEAVE .....</b>	<b>71</b>
1. Workers’ Compensation Supplementation (Shadow Sick Leave Account) .....	71
<b>III.R. LONG TERM DISABILITY .....</b>	<b>72</b>
<b>III.S. RETURN TO WORK.....</b>	<b>72</b>
<b>III.T. SICK LEAVE.....</b>	<b>73</b>
1. Accumulation.....	73
2. Pilot Wellness Incentive Program.....	73
3. Example of Calculation.....	74
<b>III.U. PARENTAL RELEASE TIME .....</b>	<b>74</b>
<b>III.V. LIABILITY .....</b>	<b>75</b>
<b>ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES .....</b>	<b>75</b>
<b>IV.A. EMPLOYEE DEVELOPMENT FUND.....</b>	<b>75</b>
<b>IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR</b>	
<b>REGISTRATIONS .....</b>	<b>75</b>
<b>IV.C. PROFESSIONAL ASSOCIATION MEETINGS.....</b>	<b>75</b>



<b>IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS</b>	<b>76</b>
<b>IV.E. EDUCATIONAL PROGRAMS</b>	<b>76</b>
<b>IV.F. EMPLOYEE SUGGESTION PROGRAM</b>	<b>76</b>
<b>IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS</b>	<b>76</b>
<b>ARTICLE V: WORKING CONDITIONS</b>	<b>77</b>
<b>V.A. HEALTH AND SAFETY</b>	<b>77</b>
<b>V.B. ASSAULT DATA</b>	<b>78</b>
<b>V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS</b>	<b>78</b>
1. Eye Examinations	78
2. Breaks	78
3. Physical Plant	78
4. Inspection of Machines	79
5. Pregnancy	79
<b>V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS</b>	<b>79</b>
<b>V.E. EMPLOYEE ASSISTANCE PROGRAM</b>	<b>79</b>
1. Employee Assistance Program Advisory Committee	79
<b>V.F. PROTECTIVE CLOTHING</b>	<b>80</b>
<b>V.G. COMFORT STANDARDS</b>	<b>80</b>
<b>V.H. UNIFORM ALLOWANCE</b>	<b>80</b>
<b>V.I. UNIFORM ALLOWANCE (COMPUTER OPERATORS)</b>	<b>80</b>
<b>V.J. REIMBURSEMENT OF PERSONAL EXPENSES</b>	<b>81</b>
<b>V.K. FINGERPRINTING</b>	<b>81</b>
<b>V.L. TELECOMMUTING</b>	<b>81</b>
<b>V.M. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS</b>	<b>81</b>
<b>V.N. PRODUCTIVITY STANDARDS</b>	<b>81</b>
<b>ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT</b>	<b>82</b>
<b>VI.A. SCOPE OF AGREEMENT</b>	<b>82</b>
<b>VI.B. SAVINGS CLAUSE</b>	<b>83</b>
<b>VI.C. AMENDMENT OR MODIFICATION</b>	<b>83</b>
<b>VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER         PROCESS</b>	<b>84</b>
<b>APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS</b>	
<b>APPENDIX B: SCHEDULES OF COMPENSATION (To be attached by 9/30/01)</b>	
<b>APPENDIX C: SALARY SCHEDULE PLAN (To be attached by 9/30/01)</b>	
<b>APPENDIX D: CIVIL SERVICE COMMISSION RULES &amp; GLOSSARY</b>	
<b>APPENDIX E: MTA PERFORMANCE/ATTENDANCE INCENTIVE PAY</b>	

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO-CLC (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

## **ARTICLE I: REPRESENTATION**

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

1. The City recognizes the Union as the exclusive bargaining representative for all employees of the City in those units listed Appendix "A" of this Agreement. The terms and conditions of this Agreement shall also be automatically applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.

1. Successor Representation

2. The City agrees to recognize the Union as the collective bargaining representative of any classification which constitutes a successor classification to a classification which the Union currently represents. Subject to applicable appellate review procedures, the Department of Human Resources shall make the final determination when there is a question as to whether or not a new classification is a successor class.

2. Unit Assignment Resolution

3. For any classifications assigned to bargaining units represented by Local 21 as a result of the settlement of the unit assignment dispute between the City, Local 21 and MEA, the City agrees to meet and confer with Local 21 over subjects within the scope of bargaining and covered by Charter Section A8.409. Any issues that are not resolved through the meet and confer process shall be resolved through arbitration. Any economic benefits shall be implemented at the start of the succeeding fiscal year.

The City makes no commitment or promise of wage or benefit improvement with regard to such negotiations.

### **I.B. NO WORK STOPPAGES**

4. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown or work stoppage. It shall not be a violation of this Agreement for an employee to honor a primary picket line sanctioned by the Central Labor Council or the Building and Construction Trades Council; provided however, that an employee shall first notify an appropriate supervisor of the employee's intended actions. Provided further that nothing in this Section shall limit the City's right to enforce the provisions of Section 8.346 of the Charter.

**I.C. MANAGEMENT RIGHTS**

5. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
6. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

**I.D. UNION/CITY RELATIONS COMMITTEE**

7. The parties hereby agree to establish a Union/City Relations Committee with equal representation from both the City and the Union.
8. The Union/City Relations Committee shall meet at a minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern which arise during the course of this Agreement. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
9. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

**I.E. GRIEVANCE PROCEDURES**

10. 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.
  1. Definition
11. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional, departmental

or City rules, policies or procedures subject to the scope of bargaining as set forth in paragraph 415 of this Agreement.

12. A grievance does not include the following:
  13. a. All civil service rules excluded pursuant to paragraph 415.
  14. b. 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. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the performance evaluation except by mutual agreement.
  15. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.
  16. c. 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 thirty (30) calendar days from the date of the reprimand.
2. 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. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.
3. Steps of the Procedure
18. A grievance shall be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a Step higher than Step 3, except by mutual agreement of the parties. In the event a grievance is filed at a Step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate Step.

19. A grievance arising from a final disciplinary decision shall be initiated at the Arbitration Step of this grievance procedure. Such grievance may only be filed by the Union.
20. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.
21. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor. 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.
22. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
23. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within seven (7) working days of receipt of the Step 1 answer. The intermediate supervisor will convene a grievance meeting within ten (10) working days of receipt of the appeal to discuss the grievance with the grievant and/or the grievant's Union representative. Within ten (10) working days following the meeting the intermediate supervisor will respond in writing to the grievance.
24. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 2 answer. The Appointing Officer may convene a meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.
25. Step 4: If the Union is dissatisfied with the Appointing Officer's response at Step 3, the Union may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 3 answer. The Director may convene a grievance meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

4. Arbitration

26. If the Union is dissatisfied with the Step 4 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 4th Step decision that arbitration is being invoked.

5. Selection of the Arbitrator

27. (a) The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided however that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
28. (b) When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure.
29. (1) Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator listed in alphabetical order, provided however that each party shall be entitled to one strike.
30. (2) The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.
31. (3) In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

6. Authority of the Arbitrator

32. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

7. Fees and Expenses of Arbitrator

33. The fees and expenses of the Arbitrator shall be shared equally by the parties. 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. Direct expenses of the arbitration shall be borne equally by the parties.

8. Hearing Dates and Date of Award

34. Except for the expedited procedure described above, hearings shall be scheduled within thirty (30) working days of selection of an arbitrator. Awards shall be due within thirty (30) working days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

35. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

9. Discipline/Discharge Grievances

36. a. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.

37. b. Suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees who have served the equivalent of a probationary period shall be subject to the following procedure:

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

39. (2) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.

40. (3) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.



41. c. Disciplinary action, as defined herein, may be appealed to the Employee Relations Director. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and issue a final City decision no later than fifteen (15) days following receipt of the appeal.
42. d. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of the final City decision.
43. e. Arbitration of Disciplinary Grievances. The parties agree that disciplinary grievances shall be heard in accordance with the following procedures, as appropriate:
44. (1) Grievances involving suspensions of fifteen (15) days or less will be heard in an expedited fashion in accordance with the procedure set forth below.
45. (2) Discharge grievances and grievances of disciplinary suspensions of greater than fifteen (15) days shall be heard by an arbitrator selected in accordance with the procedures in paragraphs 27-31, provided however that the parties may mutually agree to submit a discharge grievance to the expedited procedure.
10. Expedited Arbitration
46. The parties agree to a pilot expedited arbitration process as follows:
47. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall be resolved through an expedited arbitration process; however, either party may at their option move such matters out of the expedited process to regular arbitration as provided for herein. By written mutual agreement, the parties may submit any other grievance to this expedited arbitration process.
48. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve (12) months, whichever comes first. A standing bi-monthly expedited arbitration schedule will be established for this process.
49. Seven (7) business days prior to the expedited arbitration, the parties will exchange a list of witnesses each intends to call as well as any documents expected to be introduced that have not been previously provided. If a party

wishes to supplement its witness list or provide additional documents, it will identify the additional witnesses and/or provide the additional documents to the other party at least five (5) business days prior to the expedited arbitration. Other witnesses may be called and documents presented solely at the discretion of the arbitrator. The arbitrator shall hear two (2) grievances for each scheduled day of hearings. Each grievance will have a three (3) hour time limit. Each party shall have ten (10) minutes to present an opening statement and ten (10) minutes to provide a closing statement. Further, each party shall have one (1) hour to present its case/defense. The parties may agree to modify these time limits which may also be amended at the discretion of the arbitrator.

50. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
51. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.
52. Except as stated herein, each party shall bear its own expenses in connection with the expedited arbitration process. Except as noted below, the parties shall share all fees and expenses of the arbitrator equally.
53. All arbitrators agreeing to serve in this process shall agree to a fourteen (14) day cancellation policy. Arbitrations cancelled fourteen (14) days or more prior to the date scheduled for the hearing will not be subject to a per-diem or cancellation fee. In the event that an expedited arbitration hearing is cancelled, resulting in a cancellation fee, the party requesting or causing the cancellation shall bear the full cost of the fee imposed by the arbitrator, unless a mutually agreed upon alternative is established.
54. If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a bench decision based on the information presented at the hearing.

**I.F. OFFICIAL REPRESENTATIVES AND STEWARDS**

1. Official Representatives

55. The Union may select up to the numbers of employees identified in the groupings below for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss of compensation, on matters within the scope of representation. If a situation should arise where the Union

believes that more than five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings. The selection of such employee members or substitutions, or replacements thereof, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

56. a. The Union may select employee members from the following groupings in the numbers indicated:

Planning, Design & Construction	32 representatives
Administrative/Financial	20 representatives
Health (Admin. & Patient Care)	8 representatives
Laboratory & Related	4 representatives

57. b. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

58. c. No selected employee member shall leave the duty or work station, or assignment without specific approval of the appropriate Employer representative.

59. d. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

60. The Union shall furnish the City with an accurate list of stewards and alternate stewards in designated or professional series units. 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.

61. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.

- 62. Upon notification of an appropriate 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 steward release time will be equitably distributed.
- 63. 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 to assist in the grievance procedure.
- 64. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.
- 65. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

**I.G. UNION LEAVE**

- 66. Pursuant to the guidelines of the Civil Service Commission, leave without pay for a reasonable term for up to a reasonable number of employees shall be granted upon ten (10) days advance written notice.

**I.H. UNION SECURITY**

1. Authorization for Deductions

- 67. The City shall deduct Union dues, initiation fees, premiums for insurance programs, ~~and~~ political action fund contributions and any special membership assessments from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

- 68. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the

notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, Room 235, San Francisco, CA 94103-0948; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

3. Fair Share Agreement

69. Application: Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

4. Implementation

70. An agency shop shall be implemented within representation units or subunits when:
71. (1) Election: The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or
72. (2) 2/3 Membership: The Union makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Union, or
73. (3) New Employees: The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

5. Service Fee

74. For the term of this Agreement, all current and future employees of the City as described in Paragraph 66 above (Agency Shop—Application) except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such service fee will be used by the Union only for the purposes permitted by law.

6. Financial Reporting

75. Annually, and in accordance with its legal obligations, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

7. Religious Exemption

76. Any employee of the City in a classification described in paragraph 69 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 shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee in accordance with law. The Union shall be informed in writing of any such requests.

8. Payroll Deduction

77. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in paragraph 70 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 paragraph 69 thereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days

following payday the Controller will promptly pay over to the Union all sums withheld for membership or service fees.

9. Employee Lists

78. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
79. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
80. 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 content of the written notice meets the requirements set forth in this section and in Hudson.

**I.I. BULLETIN BOARDS**

81. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

**I.J. NEW HIRES**

82. The City agrees to provide the Union with the names and classifications of newly hired employees. The City will provide such new employees with information regarding the Union and agency shop.

**I.K. DATA**

83. The City will provide the Union the following data, by representation unit, for each employee on a monthly basis within legal and reasonable administrative constraints.

1. Name;
2. Employee Number;
3. Department and Section;
4. Current Classification.

84. Upon written request, the City agrees to provide to the Union on an annual basis, gender information by job classification.

**I.L. ADDITIONAL DATA**

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

**ARTICLE II: EMPLOYMENT CONDITIONS**

**II.A. NON-DISCRIMINATION**

86. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, 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 expedite the handling of complaints of sexual harassment pursuant to Rule 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.
87. Claims of discrimination shall be adjusted in accordance with prevailing legal standards regarding elements and burdens of proof applicable to the discrimination being claimed.

**II.B. PROBATIONARY PERIOD**

88. As defined and administered by the Civil Service Commission, the probationary period shall be six (6) months except for those classes listed below which serve a twelve (12) month probation.

- 1002 IS Operator
- 1003 IS Operator – Senior
- 1004 IS Operator – Analyst
- 1005 IS Operator – Supervisor
- 1011 IS Technician – Assistant
- 1012 IS Technician
- 1013 IS Technician – Senior
- 1014 IS Technician – Supervisor
- 1021 IS Administrator I
- 1022 IS Administrator II
- 1023 IS Administrator III
- 1024 IS Administrator – Supervisor
- 1031 IS Trainer – Assistant
- 1032 IS Trainer



1033 IS Trainer – Senior  
1041 IS Engineer – Assistant  
1042 IS Engineer  
1043 IS Engineer – Senior  
1044 IS Engineer – Principal  
1051 IS Business Analyst – Assistant  
1052 IS Business Analyst  
1053 IS Business Analyst – Senior  
1054 IS Business Analyst – Principal  
1061 IS Programmer/Analyst – Assistant  
1062 IS Programmer/Analyst  
1063 IS Programmer/Analyst – Senior  
1064 IS Programmer/Analyst – Principal  
1070 Project Director  
1203 Personnel Technician  
1231 Associate Affirmative Action Coordinator  
1232 Training Officer  
1233 Affirmative Action Specialist  
1241 Personnel Analyst  
1244 Senior Personnel Analyst  
1246 Principal Personnel Analyst  
1312 Public Information Officer  
1314 Public Relations Officer  
1452 Executive Secretary II  
1453 Principal Stenographer, Mayor’s Office  
1454 Executive Secretary III  
1492 Assistant Clerk, Board of Supervisors  
1506 Confidential Secretary to the Sheriff  
1512 Confidential Secretary and Executive Assistant to Public Defender  
1520 Confidential Secretary to District Attorney  
1522 Confidential Secretary to City Attorney  
1551 Secretary, Health Commission  
1574 Executive Secretary to the Controller  
1650 Accountant  
1652 Senior Accountant  
1654 Principal Accountant  
1655 Systems Accountant  
1656 Head Accountant  
1657 Senior Systems Accountant  
1684 Associate Auditor  
1686 Supervising Auditor

1739 Computer Operations Supervisor II  
1806 Senior Statistician  
1823 Senior Administrative Analyst  
1824 Principal Administrative Analyst  
1835 Legislative Assistant  
1838 Administrative Assistant to the Executive Director, Health  
Services  
1944 Materials Coordinator  
1950 Assistant Purchaser  
1952 Purchaser  
1956 Senior Purchaser  
2119 Health Care Analyst  
2456 Asst. Forensic Toxicologist I  
2457 Asst. Forensic Toxicologist II  
2458 Forensic Toxicologist  
2540 Audiologist  
2556 Physical Therapist  
2589 Health Program Coordinator I  
2591 Health Program Coordinator II  
2593 Health Program Coordinator III  
2825 Senior Health Educator  
2846 Nutritionist  
2992 Contract Compliance Officer I  
3566 Executive Secretary, Museums  
4230 Estate Investigator  
4261 Real Property Appraiser  
4265 Senior Real Property Appraiser  
4267 Principal Real Property Appraiser  
5120 Architectural Administrator  
5177 Safety Officer  
5201 Junior Engineer  
5203 Assistant Engineer  
5207 Associate Engineer  
5210 Senior Civil Engineer  
5211 Senior Engineer  
5217 Building Code Analyst  
5219 Senior Structural Engineer  
5224 Associate Water Purification Engineer  
5232 Senior Traffic Engineer  
5241 Senior Engineer  
5242 Senior Electrical Engineer

5249 Senior Sanitary Engineer  
 5258 Senior Mechanical Engineer  
 5260 Architectural Assistant I  
 5261 Architectural Assistant II  
 5265 Architectural Associate I  
 5266 Architectural Associate II  
 5270 Senior Architect  
 5273 Principal Architect  
 5281 Planner III, Administrative  
 5283 Planner V  
 5293 Planner IV  
 5298 Planner III Environmental Review  
 5299 Planner IV Environmental Review  
 5301 Supervisor, Traffic Painting Program  
 5312 Surveyor  
 5314 Survey Party Chief  
 5330 City Planning Graphics Supervisor  
 7132 Telecommunications Supervisor  
 7366 Electronic Control Systems Technician  
 8116 Legislative Calendar Clerk  
 8118 Legislation Clerk  
 8130 Administrative Assistant, District Attorney  
 8169 Legislative Assistant, City Attorney's Office  
 8260 Criminalist  
 8262 Senior Criminalist  
 9255 Airport Economic Planner  
 9276 Secretary, Airports Commission  
 9376 Market Research Specialist, Port

89. The Department of Human Resources, in cooperation with the Civil Service Commission, shall meet and discuss with the Union ways to clarify the definition of probation and to simplify the determination of probationary periods. Any recommended changes to the current definition shall be subject to Civil Service Commission approval.
90. The probationary period for an employee returned to duty to a permanent appointment following layoff shall be six (6) months of service as defined and administered by the Civil Service Commission. If the employee is being returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period as set forth in Civil Service Rule 112.30.3.

**II.C. PROFESSIONAL STANDARDS**

91. An employee who believes that he/she will suffer adverse action for refusing to perform duties or being required to perform duties in a manner inconsistent with professional ethics may request a meeting with the Appointing Officer (or designee) to address such concerns. "Professional Ethics" as used in this provision refers to a standard of professional ethics published by a professional association or recognized as a standard in the field or industry in which the employee works or codified in State Law.

**II.D. REASONABLE ACCOMODATIONS**

92. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by these Acts. The City reserves the right to take any action necessary to comply therewith.

**II.E. SUBCONTRACTING OF WORK**

1. "Prop J." Contracts

93. 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.
94. 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. 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,
- a. possible alternatives to contracting or subcontracting;
  - b. questions regarding current and intended levels of service;
  - c. questions regarding the Controller's certification pursuant to Charter Sections 8.300-1 — 10.104.15
  - d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
  - e. questions relating to the effect on individual worker productivity by providing labor saving devices;

95. 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

96. 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.

97. 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. 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.

98. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding elected officials or members of the Civil Service Commission) of the City which the parties agree may ensure that the decision to contract out is fully explored by the Union and the City.

99. The parties acknowledge existing policies and procedures which place restrictions on the use of personal services contracts for work that could potentially be performed by represented classifications.

100. The City and Local 21 expressly reserve their rights with regard to the parties' contentions over whether such policies and procedures are or are not within the scope of bargaining under Charter Section A8.409. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

**II.F. EMPLOYEE REASSIGNMENTS**

101. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a

vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

## **II.G. WORKFORCE REDUCTION**

### **1. Obligation to Meet & Confer on Employee Workloads**

102. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.

103. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.

104. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.

### **2. Advance Notice of Pending Layoffs**

105. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this Section shall not apply to "as needed", or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

### **3. Layoff Procedures**

106. Layoffs shall be administered pursuant as follows: An employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that effected the layoff in question prior to City-wide bumping.

**II.H. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION**

107. An employee who has completed probation in a permanent position and who:
- a. is "laid off" from said position,
  - b. is immediately and continuously employed in another classification with the City, either permanent or temporary, and
  - c. is thereafter permanently re-employed in his/her former classification without a break in service,
  - d. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

**II.I. TRAVEL REIMBURSEMENT**

108. 1. Municipal Railway  
An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel.
109. 2. Automobile Allowances  
The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.
110. a. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and be eligible for a mileage allowance in accordance with the IRS allowance:
- 2542 Speech Pathologist\*
  - 2548 Occupational Therapist\*
  - 2550 Senior Occupational Therapist\*
  - 2555 Physical Therapist Assistant\*
  - 2556 Physical Therapist\*
  - 2558 Senior Physical Therapist\*
  - 4220 Personal Property Auditor
  - 4222 Senior Personal Property Auditor
  - 4224 Principal Personal Property Auditor

4225 Assistant Chief Personal Property Auditor  
6270 Housing Inspector  
6272 Senior Housing Inspector

\* Applies only to Home Health Care Rehabilitation Professionals.

111. Employees in the following classes now use cars provided by the City; however, individual employees in these classes will receive auto allowance and mileage reimbursement in accordance with subsection (2) a. above if said individual employee has not been supplied with a City automobile and is still required to drive his/her own personal vehicle as provided for above:

6230 Street Inspector  
6231 Senior Street Inspector  
6232 Street Inspection Supervisor  
6272 Senior Housing Inspector  
6318 Construction Inspector

112. Employees in the following classes only shall receive auto allowance of \$100.00 per month and be eligible for a mileage allowance of eight (8) cents per mile:

4260 Real Property Appraiser Trainee  
4261 Real Property Appraiser  
4265 Senior Real Property Appraiser  
4267 Principal Real Property Appraiser

3. Mileage Allowance

113. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the Appointing Officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.

**II.J. PARKING FACILITIES**

114. When an employee is required to use his/her personal automobile for City business he/she will be reimbursed for parking fees.



- II.K. OUT-OF-AREA AUDITS - PERSONAL PROPERTY AUDITORS**
115. Personal Property Auditors while performing audits outside the nine (9) Bay Counties shall receive, in addition to any other authorized reimbursements, \$20.00 per day for miscellaneous expenses. Employees receiving this payment shall not otherwise be reimbursed for tips and transportation related expenses such as taxi fares and highway and bridge tolls unless the expense for an individual item is supported by a receipt in an amount in excess of \$5.00.
- II.L. MEAL ALLOWANCE**
116. Personal Property Auditors required to travel to and stay overnight in large metropolitan areas such as New York, Chicago, Los Angeles, Boston, etc. while attending to City business, shall be entitled to a meal allowance of \$50.00 per day.
- II.M. TRAVEL PAY**
117. Employees who reside within the City and County of San Francisco and are regularly assigned to work at San Francisco International Airport or Public Utilities Commission (Water Department) and/or Recreation and Park Department sites at Millbrae, Sharp Park or Sunol, shall be reimbursed for travel expenses to and from their homes in San Francisco in the amount of \$5.00 per day if the employee regularly lives in the City and County of San Francisco during the work week. In order for an employee to be eligible for this benefit, he/she must file a verified affidavit with the Appointing Officer or his/her designee stating that his/her legal and actual residence is at a particular address in the City and County of San Francisco, and providing supporting documentation as may be required. The Union agrees that in the event Travel Pay premium is no longer granted to all other employees at any of the above mentioned work locations, this premium shall cease at that location.
- II.N. CELL PHONE USAGE FOR HOME HEALTH REHABILITATION PROFESSIONALS**
118. The City agrees to provide an adequate number (a minimum of 10) of cellular phones to the Home Health Rehabilitation Professionals. In the event a City cellular phone is not available, the City agrees to pay for the cost of business related calls made by the Rehabilitation Professional on his/her cellular phone. Employees shall be required to provide evidence of expenditure to the department in order to receive reimbursement.
- II. O. PERSONNEL FILES**
119. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall

be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.

120. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.
121. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
122. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days. All material in the file must be signed and dated by the author.
123. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.
124. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.
125. Materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more shall not be considered in reaching a disciplinary decision, provided that there has been no reoccurrence of the conduct on which the discipline is based during that period.

### **ARTICLE III: PAY, HOURS AND BENEFITS ARTICLE**

#### **III.A. WAGES**

126. The wage rates for the employees covered by this agreement shall be rounded to the nearest salary grade. The Human Resources Department will prepare a salary grade to reflect the appropriate compensation for each employee covered by this Agreement no later than 9/30/01. The salary grade will be placed into the Board of Supervisors file and attached to the Agreement as Appendix B. The parties agree to amend the Agreement upon the completion of Appendix B.

127. All employees covered by this MOU shall receive base salary increases during the term of this agreement according to the following schedule:

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

### **III.B. ADDITIONAL COMPENSATION**

1. Special Adjustments

128. In addition to the general wage increases provided for above, additional pay increases and adjustments shall apply as described in this section.

a. Fire Safety Inspectors

129. i. Parity. Fire Safety Inspectors shall receive parity on salary, overtime, holidays, and educational incentives as it pertains to the H-4 Inspector classification.

130. ii. Fire Protection Engineers – Holidays. Fire Protection Engineers (5215) shall receive compensatory time equal to the computed rate authorized for the H-4 classification. The Fire Department may elect to suspend the compensatory time for the 5215 classification and replace it with income at the 5215's rate.

131. iii. Other Matters: Matters of mutual concern may be referred to the Union/City Relations Committee for further consideration.

b. Deep Class -- Class 1241

132. i. Effective July 1, 1998, there will be a 9-step salary plan for class 1241. Employees will advance from step 1 to 7 based on seniority except as noted below. Seniority is defined as

actual time worked in class. The progression between salary steps in class 1241 shall occur as follows:

133. 1. Step 1 to Step 2 will occur following six months of service or the equivalent of 1040 hours.
134. 2. Step 2 to 7 progression will occur following one year of service or the equivalent of 2080 hours at each step. Based on seniority, advancement from Step 1 to Step 7 will take five and one half (5-1/2) years.
135. 3. Advancement above Step 7 will be contingent upon an employee receiving at least a competent and effective performance evaluation.
136. ii. Exceptions:
  1. Step 2 Advancement: Within a month of an employee's advancement to Step 2, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation which should occur six months following the advancement to Step 2. To advance from Step 2 to Step 4, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 2, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 4, the employee will automatically advance to Step 4.
  2. Step 8 Advancement: Within a month of an employee's advancement to Step 7, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation. To advance from Step 7 to Step 8, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 7, or if the performance evaluation does not occur
- 137.

within sixty days following the employee's anniversary date that would result in advancement to Step 8, the employee will automatically advance to the next step. This advancement procedure will also apply for movement from Step 8 to Step 9 for all affected employees.

138.                   iii. Step advancements based on performance evaluations outlined above will be retroactive to the employee's anniversary date in the class.
139.                   iv. Incumbents in the former class 1242 who were at a step below Step 6 at the time of allocation to class 1241, except as a result of a below competent and effective performance evaluation, shall receive an additional one step adjustment effective July 1, 1998.
140.                   v. New employees may be appointed above Step 1 based on an evaluation of experience, education and job-related specialties upon the recommendation of the appointing officer and approval of the Department of Human Resources.
- c.       Mental Health Treatment Specialists
141.                   Employees in class 2551 shall be placed at 7% above the Physical Therapy Assistant class (2555).
- d.       Physician Assistants
142.                   Employees in class 2218 shall receive the same salary as the Nurse Practitioner class (2328).
- e.       Project Management
143.                   A permanent employee who is assigned by the Appointing Officer as a Project Manager as described by the specifications for classes 5502, 5504, 5506 or 5508 shall receive the rate of pay of the appropriate project manager classification during such assignment.
144.                   All assignments are subject to review and approval by the Human Resources Director.

145. An employee covered by this Agreement who is assigned to a Project Manager position shall continue to be represented by Local 21 and shall continue to receive all of the benefits granted in this Agreement.

f. Planners

146. Employees in the following classes shall receive 2.5% on 7/1/01 and 2% on 7/1/02:

5276-78

5281

5283

5288-91

5293

5298-99

g. Personnel Series

147. Employees in class 1203 shall receive 2% on 7/1/01 and 2% 7/1/02.

Employees in class 1231 shall receive 2% on 7/1/01.

Employees in class 1232 shall receive 2.5% on 7/1/01 and 2.5% on 7/1/02.

Employees in class 1233 shall receive 3.75% on 7/1/01 and 3% on 7/1/02.

Employees in class 1241 shall receive 2% on 7/1/01 and 2% 7/1/02.

Employees in class 1244 shall receive 2% on 7/1/01.

Employees in class 1246 shall receive 2% on 7/1/01.

h. Accountants

148. Employees in class 1649 shall receive 3.75% on 7/1/01 and 3.75% on 7/1/02.

Employees in class 1652 shall receive 2.5% on 7/1/01 and 2.5% on 7/1/02.

Employees in classes 1650, 1654, 1655, 1656, 1657, 1659, 1670 shall receive 1.25% on 7/1/01 and 1.25% on 7/1/02.

- 149.           i.       Auditors  
Employees in classes 1684, 1686, 1801 and 1805 shall receive 2.5% on 7/1/01 and 2.5% on 7/1/02.
- 150.           j.       Technical Engineers  
The City in cooperation with the Union, shall initiate on or after 7/01/02, but no later than 6/30/03, a study to determine appropriate salary levels and duties for positions in the following technical engineering classes: 5342, 5344, 5346, 5350, 5352, 5354, 5360, 5362, 5364, and 5366.
- 151.           k.       Forensic Toxicologists  
Employees in class 2458 shall receive an increase equal to the salary rate of a Special Assistant XXII (salary grade 8110) effective 6/30/01.
- 152.           l.       Forensic Document Examiners  
Employees in class 8264 shall receive 8% on 7/1/01.
- 153.           m.       Water Quality and Waste Water Inspection Series  
The parties agree that Arbitrator Matthew Goldberg shall retain jurisdiction to ensure that the Water Quality series reclassification study shall be implemented no later than 8/31/01.
- 154.                       The parties further agree that the City and the Union shall convene a joint committee no later than 9/30/01 for the purpose of conducting compensation comparability studies for classes in the following series:

Water Quality:

2481 Water Quality Tech I/II/III  
2486 (Water Quality Chem I/II)  
2487 (Water Quality Chem III)  
2488 (Supv. Chemist)  
2483 (Biologist I/II)  
2484 (Biologist III)  
2485 (Supv. Biologist)  
2480 (Lab Services Manager)

Waste Water Inspection:

6115 (Wastewater Control Inspector)  
6116 (Sr. Wastewater Control Inspector)

155. Agreements arising from the studies shall be implemented in the next succeeding fiscal year. Disputes arising from the study results shall be submitted to Matthew Goldberg, arbitrator, for final and binding arbitration. Any award shall also be implemented in the fiscal year succeeding issuance of the award.

n. Purchasers

156. Employees in class 1952, 1956 and 1958 shall receive 2.5% on 7/1/01 and 2.5% on 7/1/02.

o. Engineers

157. Employees in the following classes shall receive 2.5% on 7/1/01 and 3% on 7/1/02:

5174 Administrative Engineer  
5201 Junior Engineer  
5202 Junior Civil Engineer  
5203 Assistant Engineer  
5204 Assistant Civil Engineer  
5205 Associate Materials Engineer  
5206 Associate Civil Engineer  
5207 Associate Engineer  
5208 Civil Engineer  
5209 Industrial Engineer  
5210 Senior Civil Engineer



5211 Senior Engineer  
5214 Building Plans Engineer  
5217 Building Code Analyst  
5218 Structural Engineer  
5219 Senior Structural Engineer  
5220 Junior Water Purification Engineer  
5222 Assistant Water Purification Engineer  
5224 Associate Water Purification Engineer  
5227 Junior Transportation Engineer  
5228 Assistant Transportation Engineer  
5229 Associate Transportation Engineer  
5230 Transportation Engineer  
5232 Senior Transportation Engineer  
5234 Junior Electrical Engineer  
5236 Assistant Electrical Engineer  
5238 Associate Electrical Engineer  
5240 Electrical Engineer  
5241 Engineer  
5242 Senior Electrical Engineer  
5247 Associate Sanitary Engineer  
5248 Sanitary Engineer  
5249 Senior Sanitary Engineer  
5250 Junior Mechanical Engineer  
5252 Assistant Mechanical Engineer  
5254 Associate Mechanical Engineer  
5256 Mechanical Engineer  
5258 Senior Mechanical Engineer  
5502 Project Manager I  
5504 Project Manager II  
5506 Project Manager III  
5508 Project Manager IV  
6335 Disability Access Coordinator  
9195 Light Rail Vehicle Equipment Engineer  
9196 Senior Light Rail Vehicle Equipment Engineer  
9197 Signal & Systems Engineer

p. Architects and Landscape Architects

158.

The parties agree that Arbitrator Matthew Goldberg shall retain jurisdiction over wage levels for professional Architect and Landscape Architect classifications. The Arbitrator shall convene

evidentiary proceedings no later than 12/31/01. The parties may introduce and the arbitrator shall consider traditional factors as described in Charter Section A8.409 in assessing any adjustment proposal by the union, and the evidence in support and rebuttal of any adjustment. Evidence considered may include any and all relevant evidence submitted during 2001 interest arbitration proceedings; prior arbitration awards; and other relevant evidence. Any award shall be implemented no later than the final date of this MOU.

- 159. q. Real Property Officer  
Employees in classes 4140, 4142 and 4143 shall receive 3.67% (rounded to the nearest salary grade) on 7/1/01 and 3% on 7/1/02.
  
- 160. r. Information Technology
  - A. Market Adjustments  
Employees in classes 1002 -1005 shall receive 1% on 7/1/01;  
Employees in classes 1011-1014 shall receive 1% on 7/1/01;  
Employees in classes 1021-1024 shall receive 2% on 7/1/01;  
Employees in classes 1031-1033 shall receive 2% on 7/1/01;  
  
Employees in classes 1041-1044 shall transition to the 10-Step Salary Schedule on 7/1/01 as set forth below and receive a .5% adjustment on 7/1/01.  
  
Employees in classes 1051-1054 shall transition to the 10-Step Salary Schedule on 7/1/01 as set forth below and receive a 1% adjustment on 7/1/01.  
  
Employees in classes 1061-1064 shall transition to the 10-Step Salary Schedule on 7/1/01 as set forth below and receive a 1.5% adjustment on 7/1/01.

Employees in class 1070 shall transition to the 10-Step Salary Schedule on 7/1/01 as set forth below and receive parity with class 1044.

161. B. Labor-Management IS/IT Committee

The City agrees to create a labor-management IS/IT committee, to begin no later than September 30, 2001 for the purpose of redefining IS/IT job duties in the Operator, Technician and Administrator series.

162. This committee shall identify training and development opportunities so that employees assigned to the Operator and Technician series are able to perform the duties in the Administrator series.

163. Appointments and reclassifications shall be subject to Civil Service Commission rules and procedures.

164. C. Ten (10) Step Salary Schedule for IT classes

Definition

For classes in the series 104x,105x, 106x and 107x there shall be a ten (10) step salary plan. Each step shall be 2.5% greater than the step below, rounded to the nearest salary schedule, except that Step 4 shall be 3.5% greater than step 3. Step 1 of the ten (10) step plan shall be equal to the salary of step 1 of the current salary grade, including any increases awarded effective 7/1/01.

165. Appointments and Mapping

On July 1, 2001 all effected employees shall be placed at the salary step in the ten (10) step plan which is nearest to, but not less than, the rate of pay they would have received in the five (5) step plan, including any increases awarded effective 7/1/01.

166. Thereafter, new employees may be appointed at any step in the step plan at the discretion of the appointing officer.

167. Step Progression
- Employees below Step ten (10) shall advance to each successive step upon completion of six months service.
168. Special Adjustment on 7/01/01
- Employees appointed to the ten (10) step plan on 7/01/01, with at least six months service and who have not received a step adjustment in the prior six month period, shall receive one additional step adjustment.
169. Employees appointed at Step One between 1/1/01 and 6/30/01 shall receive one additional step adjustment.
170. s. Executive Secretary
- Employees in class 1452 shall receive 2.5% on 7/1/01.
- Employees in class 1454 shall receive .5% on 7/1/01.
171. t. Legislative Aides
- Employees in class 1835 shall receive 5% on 7/1/01.
- A sixth and seventh step shall be added to the salary range for class 1835 effective 7/1/01. Employees shall advance to Step 6 after serving 12 months in Step 5 and to Step 7 after serving 12 months in Step 6.
- Employees who have served in excess of 12 months but less than 24 months in Step 5 as of 6/30/01 shall advance to Step 6 on 7/1/01.
- Employees who have served in excess of 24 months in Step 5 as of 6/30/01 shall advance to Step 7 on 7/1/01.
172. u. EAP Counselors
- Effective 7/1/01, employees in class 2594 shall be paid at parity with employees in class 2931.

Effective 7/1/01, employees in class 2595 shall be paid at parity with employees in class 2935.

- 173. v. Public Information and Relations Officers  
Employees in classes 1312 and 1314 shall receive 1% on 7/1/01 and 1% on 7/1/02.
- 174. w. Administrative Services Manager  
Employees in class 1827 shall receive 1% on 7/1/01 and 1% on 7/1/02.
- 175. x. Sign Workers  
Employees in class 7457 shall receive 2% on 7/1/01.
- 176. y. Housing Inspectors  
Employees in classes 6270, 6272 and 6274 shall receive 1.25% on 7/1/01.
- 177. z. Police Communication Shift Supervisor  
Employees in class 8240 shall receive 3.5% on 7/1/01 and 3.5% on 7/1/02.
- 178. aa. Physical Therapists/Occupational Therapists  
Effective 7/1/01, employees in classes 2556, 2548, 2558 and 2550 shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6.
- 179. ab. Physical Therapy Assistants  
Effective 7/1/01, employees in class 2555 shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6.

- ac. Statisticians
180. Employees in class 1804 shall receive 2% on 7/1/01.
- Employees in class 1806 shall receive 5% on 7/1/01 and 4.5% on 7/1/02.
- ad. Legislative Analysts
181. Effective 7/1/01, employees in classes 1367 and 1371 who serve as Legislative Analysts and/or Senior Legislative Analysts in the Office of the Legislative Analyst shall receive a seven percent (7%) premium.
- ae. Construction Inspectors
182. Employees in class 6318 who serve as Resident Engineer shall receive a two percent (2%) premium while serving in such capacity.
- af. Sewage Treatment Plant Superintendents
183. Effective 7/1/01, employees in class 5130 who are in possession of an engineering license shall receive a five and one-half percent (5.5%) premium.
2. Acting Assignment Pay
184. Employees assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
- a. The assignment shall be in writing.
  - b. The position to which the employee is assigned must be a budgeted position.
  - c. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days or eighty (80) hours.
185. An employee who believes he/she has been assigned to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to file a claim for acting assignment pay with the Appointing Officer. Such claim

must be filed within 30 days of the date an employee believes he/she has been assigned to perform the duties of a higher classification. Denials for acting assignment pay shall be subject to the grievance procedure.

186. Upon written approval by the Appointing Officer, beginning on the eleventh (11<sup>th</sup>) day of an acting assignment under this section and retroactive to the first (1<sup>st</sup>) day of the assignment, an employee shall be paid five percent (5%) above the employee's base salary but such pay shall not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay where the premium is applicable to the class the person is performing in.

187. Requests for classification or reclassification review shall not be governed by this provision.

3. Acting Assignment Pay for Water Quality Chemists

188. Senior Chemists who assign Water Quality Chemists to act as supervisors in the Senior Chemists' absence must make the assignment in writing, and for a consecutive twenty day period. Working in the assignment half a day for a consecutive twenty day period will be the equivalent of a ten consecutive day assignment for purposes of Acting Assignment Pay.

4. Supervisory Differential Adjustment

189. The Department of Human Resources is hereby directed to adjust the compensation of a supervisory employee, whose schedule of compensation is set herein subject to the following conditions. Where a classification has no promotive, supervisory class, a supervisory differential is available if an employee is assigned to supervise one or more employees in the same classification.

190. 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.

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

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

193. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
194. e. 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.
195. f. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one (1) full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.
196. 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 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 of this section are also met.
197. 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.
198. 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.
199. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
200. i. Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.



201. 5. Lead Person Pay  
Employees designated by their supervisor as a lead person shall be entitled to a \$5.00 per day premium when required to take the lead on any job when at least two other persons are assigned to the job.
202. 6. Supervisory Differential for Classification 2924 Medical Social Work Supervisor  
Where appropriate in accordance with paragraph 189 of the Memorandum of Understanding, classification 2924 Medical Social Work Supervisor shall receive a 5% supervisory differential, when as part of the regular responsibilities of his/her class s/he supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates whose salary grade, exclusive of extra pay, is less than 5% below compensation of the 2924 Medical Social Work Supervisor.
203. 7. Licensed Civil/Structural Engineers  
Licensed Civil Engineers in Civil Engineering classifications who also possess and maintain a structural engineer's license issued by the State of California and who are assigned structural engineering work shall be paid a premium of two (2) steps in addition to their current rate of pay when so assigned as certified by the appointing officer.
204. 8. Certificate of Competency  
Employees in classes 5220 and 5222 who possess a certificate of competency from the State Water Resources Control Board shall receive a four percent (4%) premium payment in addition to his/her basic wage. Any employee, including those in class 6106, who is receiving this premium on June 30, 2001 shall continue to receive the premium during the life of this agreement.
205. Employees assigned to the 2478 Senior Sewage Treatment Chemists class or its successor class who are required by the City to possess a Certificate of Competency by the State Water Resources Control Board in order to perform their job duties shall continue to receive \$25.00 per pay period in addition to his/her basic wage- for the life of this agreement.
206. 9. Bilingual Premium  
All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." A "designated bilingual position" is a position designated by the department which requires translating to and from a

foreign language including sign language for the hearing impaired and Braille for the visually impaired.

An employee who routinely and consistently provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars (\$60.00) per pay period.

An employee who routinely and consistently provides more than ten (10) but less than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.

10. Salary Credits (Deferred Compensation)

207. 1. Each employee covered by this Agreement between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21 for the 1993-94 fiscal year, who is still employed by the City and County on July 1, 1995, shall accrue an account balance under the City and County's deferred compensation plan which is described in section 457(b) of the Internal Revenue Code of 1986, as amended, equal to 5 percent of that employee's base salary earnings for the 1993-94 fiscal year, subject to the following terms and conditions in addition to those stated in the deferred compensation plan:
208. (a) the account shall be under the control of the individual employee subject to the rules and regulations of Internal Revenue Code section 457 plan;
209. (b) the City and County shall be under no obligation to set aside or invest monies to fund such account balances; its only obligation shall be to pay the amounts due in single sums at the time that they become payable (i.e., when the employee terminates service or turns 70 1/2);
210. (c) such contributions shall reduce the amounts the employees otherwise would be able to defer from their 1995 earnings with the City and County and any other employers, as provided by Internal Revenue section 457 and other applicable sections of the Internal Revenue Code;
211. The parties agree that upon the ratification of this amendment by the Board of Supervisors, any obligation of the City and County pursuant to paragraph 146, section B "Salary Credits Deferred Compensation" of the Agreement in effect for fiscal year 1993-94 shall be governed by the terms of this amendment.

212. Each employee who would be eligible for the benefit described above but for the fact that he or she terminated service with the City and County prior to July 1, 1995 shall be eligible for severance pay equal to 5 percent of that employee's base salary earnings for the 1993-94 fiscal year. Qualifying employees who terminate service prior to the effective date of this amendment and who received a payment pursuant to paragraph 146, section B of the MOU in effect for fiscal year 1993-94 shall not receive any additional payment or benefit.
213. No individual who receives the severance benefit described in the previous paragraph shall be eligible to accrue the 457(b) account balance described in the foregoing paragraph.
214. 2. In exchange for execution of waivers of all liability based on the wage freeze for fiscal year 1993-94 in a form to be provided by ERD, each employee who was employed in classifications 1203 Personnel Technician; 1231 Assoc. Affirmative Action Coordinator; 1233 Affirmative Action Specialist; 1240 Assistant Personnel Analyst; 1242 Personnel Analyst; 1244 Senior Personnel Analyst; 1246 Principal Personnel Analysts; 1452 Executive Secretary 11; 1453 Principal Stenographer, Mayor's Office; 1454 Executive Secretary III; 1492 Assistant Clerk, Board of Supervisors; 1506 Confidential Secretary to the Sheriff; 1512 Confidential Secretary and Executive Assistant to Public Defender; 1520 Confidential Secretary to District Attorney; 1522 Confidential Secretary to City Attorney; 1523 Confidential Secretary to the C.A.O.; 1530 Administrative Secretary to the Mayor; 1544 Secretary, Library Commission; 1551 Secretary, Health Commission; 1574 Executive Secretary to the Controller; 1831 Legislative Aide, Board of Supervisors; 1835 Administrative Assistant to Members of the Board of Supervisors; 1838 Administrative Assistant to the Executive Director, Health Services; 1846 Executive Assistant, Mayor's Office; 3566 Executive Secretary, Museums; 8116 Legislative Calendar Clerk; 8118 Legislation Clerk; 8130 Administrative Assistant, District Attorney; 8151 Claims Investigator, City Attorney's Office; 8152 Senior Claims Investigator, City Attorney's Office; 8169 Legislative Assistant, City Attorney's Office; 9276 Secretary, Airports Commission during the 1993-94 fiscal year,-who is still employed in such classifications on July 1, 1995 shall accrue an account balance under the City and County's deferred compensation plan which is described in section 457(b) of the Internal Revenue Code of 1986, as amended, equal to 5 percent of that employee's base salary earnings in the same classification for the 1993-94 fiscal year, subject to the same terms and conditions stated in section I above under subsections a through d in addition to those stated in the deferred compensation plan. To receive the benefits of this provision, individually executed waivers must be received by the ERD Director prior to July 1, 1995.

215. If prior to May 1, 1995, Local 21 is finally and formally determined to be the recognized employee representative of 2218 Physicians Assistant; 2550 Sr. Occupational Therapist; 2804 Epidemiologist 111; 2924 Medical Social Work Supervisor; 2978 Contract Compliance Officer 11; 6139 Sr. Industrial Hygienist; 9197 Signal and Systems Engineer; 2558 Sr. Physical Therapist, the provisions of section 2 above shall apply to such classification(s) effective July 1, 1995.

216. The union hereby waives all rights and liability relating to the wage freeze for fiscal year 1993-94 on behalf of all individuals in the classifications set forth above.

11. Standby Pay

217. Employees who, as part of the duties of their positions are required by the appropriate employer representative to stand by when normally off duty to be instantly available on call to perform their regular duties, shall be paid 25% of base pay for the period of such standby service, except that employees shall be paid 10% of base pay for the period of such standby service when outfitted by their Department with a pager or cell phone. Employees accepting this premium agree to respond immediately when paged or called. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid their usual rate of pay for either a quarter hour or the actual time worked, whichever is greater, while engaged in such service. For Z-symbol employees, standby pay shall not be allowed unless the employee is assigned in writing to standby for emergencies that directly threaten the health or safety of the public and/or City employees or that relate to the City's information and communication systems. Employees reporting directly to Department Heads are not eligible for standby pay.

12. Call Back

218. 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 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 stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

13. Night Duty

219. Employees shall be paid eight percent (8%) more than the base rate for each hour

worked between 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.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 5:00 p.m. and 7:00 a.m.

220. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

14. County Surveyor Premium

221. If assigned in writing by the Director of Public Works to carry out the duties and responsibilities of the County Surveyor, an employee in this assignment will receive a five percent (5%) premium payment in addition to his/her basic wage during the duration of that assignment.

15. MTA Performance/Attendance Incentive Pay

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

**III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT**

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

1. Promotive Appointment in a Higher Class

224. An employee who has completed a probationary period of six (6) months of service and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:

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

2. Probationary Periods for Promotive Appointments

225. New probationary periods for employees transferring across departmental lines shall not exceed thirty (30) days as defined and administered by the Civil Service Commission.
226. For purposes of this Section, appointment of an employee as defined herein to a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class shall be deemed promotive.

3. Non-promotive Appointment

227. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

4. Appointment Above Entrance Rate

228. Appointments may be made by an appointing officer at any step in the salary grade upon the approval of the Human Resources Director under one or more of the following conditions:
229. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
230. b. Loss of compensation would result if appointee accepts position at the normal step.
231. c. A severe, easily demonstrated and documented recruiting and retention problem exists. .
232. d. The appointee possesses special experience, qualifications, and/or skills including, but not limited to, the number of years performing similar work elsewhere which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
233. f. 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.

5. Reappointment Within Six Months

234. 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

a. Salary Increase in Next Lower Rank Classification

235. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary s/he would have received had s/he 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 of 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.

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

b. Flat Rate Converted to Salary Range

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

c. Continuation of Salary Step Earned Under Temporary Appointment

238. 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 MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary appointment.

d. Credit for Temporary Service

239. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

e. Salary Anniversary Date Adjustment

240. 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 Reemployment

a. Transfer

241. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.



b. Reemployment in Same Classification Following Layoff

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

c. Reemployment in an Intermediate Classification

243. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

d. Reemployment in a Formerly Held Classification

244. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

**III.D. METHODS OF CALCULATION**

1. Monthly

245. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. Bi-Weekly

246. 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.

247. 3. 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.

248. 4. Weekly  
An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.

249. 5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly  
When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

- a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
- b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

250. 6. Daily Rates for Monthly and Bi-Weekly  
A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).

251. 7. Conversion to Bi-Weekly Rates  
Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

### **III.E. SENIORITY INCREMENTS**

252. 1. Advancement Through Salary Steps  
a. Permanent employees 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.

- b. Provisional employees shall be advanced to the step he/she would have achieved had he/she been permanent from the first day of employment in the class. Thereafter, the employee's anniversary date shall be from the first day in the class regardless of status.
253. 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 (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
254. 2. Date Increment Due  
 Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.
255. 3. Schedule of Salary Increments  
 The schedule of seniority increments as set forth in Appendix C (salary schedule) is hereby made a part of the schedules of compensation.
256. 4. Exceptions  
 a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
257. b. When records of salary grade are established and maintained by electronic data processing, then the following shall apply:
258. (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 the MOU. 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.

259. (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.
260. c. Advancement through the increment steps of the salary grades shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:
261. (1) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the current calendar year.
262. (2) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar 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 prior to January 1 of the current calendar year.

#### Receipt of Paychecks

263. The City agrees to take all reasonable non-cost measures to reduce the delay between the last day of the pay period and the receipt of paychecks.

### **III.F. WORK SCHEDULES**

#### 1. Regular Work Schedules

##### a. Regular Work Day

264. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), consecutive hours of work completed within not more than nine (9) hours.

b. Regular Work Week

265. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.
266. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
267. 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.

2. Flexible Work Schedule

All classifications of employees having a normal workday may, with the appointing authority's permission voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:

268. 1) The employee must work five (5) days a week and forty (40) hours per week.
269. 2) The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Week" as defined in Paragraph 1 above. This provision shall not be grievable or arbitrable.

3. Alternate Work Schedule

270. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Requests for alternate work schedules shall not be denied in an arbitrary or capricious manner. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five

(5) day, forty (40) hour a week schedules. A “Regular Work Week” as defined in Paragraph 1 above.

4. Voluntary Reduced Work Week

271. Employees subject to approval by an appropriate employer representative 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 computed proportionately in accordance with such reduced work week.

5. Voluntary Time Off Program (“VTOP”)

272. The mandatory furlough provisions of CSC Rule 120.28 shall not apply to covered employees.

6. General Provisions

273. 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.

274. 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.

7. Restrictions on Use of Paid Time Off while on Voluntary Time Off

275. All voluntary unpaid time off granted pursuant to this section shall be without pay.

276. 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.

8. Duration and Revocation of Voluntary Unpaid Time Off

277. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee’s consent.

### **III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME**

278. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. For full time employees, any time worked under proper authorization of the appointing officer or designee or any hours suffered to be worked in excess of the regular or normal workday or workweek shall be treated as follows:
279. 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.
280. Employees occupying executive, administrative, or professional positions designated by a “Z” symbol in the Annual Salary Ordinance shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules.
1. Non-Z Designated Classifications:  
Employees classified Non-Z are compensated for overtime subject to the following:
281. For employees working a regular 8-hour per day schedule, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 8 hours in a day or for hours worked in excess of 40 in a week;
282. For employees working a flex-time schedule as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 40 in a week;
283. For employees working alternative schedules as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in a workday as set forth in an alternative work schedule or for actual hours worked in excess of 40 hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.
284. 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.

285. When overtime is necessary, it shall be distributed fairly, subject to employee qualifications and availability.

2. Z-Designated Classifications

Except as otherwise required by the Fair Labor Standards Act, effective January 1, 2002, compensatory time off may be accrued as follows:

286. a. An employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time off;
287. b. An employee may carry forward one hundred twenty (120) hours of earned but unused compensatory time off into the next fiscal year.
288. c. Employees with accrued compensatory time off balances as of January 1, 2002, may carry forward up to two hundred forty (240) hours for use during the remainder of this Agreement.

289. Compensatory time earned will be reported to each employee.

290. In order to allow employees the opportunity to take compensatory time off, upon receipt of such notice of accrual of one hundred and sixty (160) or more hours of CTO, the employee shall request days off as CTO within the next three (3) to six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full workday blocks unless an alternative is mutually agreed upon. Scheduling shall be by mutual agreement.

291. CTO cannot be cashed out. Exceptions to normal work schedules for which no extra compensation is authorized may be granted in accordance with section 1.3 of the Annual Salary Ordinance.

3. Part-Time Employees

292. Part-time employees shall not be entitled to overtime compensation or compensatory time off for work performed in excess of their specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.



**III.H. FAIR LABOR STANDARDS ACT**

293. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

**III.I. HOLIDAYS**

294. 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)

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

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

297. Three additional floating days off to be taken on days selected by the employee 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. 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. Effective fiscal year 2002-2003, employees shall receive a fourth floating holiday.

298. Employees who are terminated from City employment and at such time have at least (6) months of continuous service with the City in the current calendar year

and who have not taken a floating holiday in said period shall be entitled to be paid one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall be, upon termination of employment, entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months service shall be entitled to be paid for the remaining one.

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

300. 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 7.702 of the Charter. 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.

1. Holiday Compensation for Time Worked

301. Employees required by their respective City representative to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid for the legal holiday plus extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount of less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

302. Executive, administrative and professional employees designated with the "Z" symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act 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 (1½) times for work on the holiday.

2. Holidays for Employees on Work Schedules Other Than Monday Through Friday

303. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. 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.

304. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the current or next fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

305. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.

3. Holiday Pay for Employees Laid Off

306. 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.

4. Employees Not Eligible for Holiday Compensation

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

5. Part-time Employees Eligible for Holidays

308. 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.

309. 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.
310. 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.
311. 6. Holiday Compensation for Employees Working Alternative Work Schedules  
Nine (9), ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.
312. 7. Z Employees  
No designated “Z” employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued.

### **III. J. VACATION**

313. 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.
314. 2. Award and Accrual of Vacation  
Vacation benefits are set pursuant to the Charter as follows:
315. 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.
316. 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.

317. 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.

318. 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.K. TIME OFF FOR VOTING**

319. 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.L. PROVISIONAL EMPLOYEES**

320. Non-permanent employees, defined as employees with no permanent classification or employees with a permanent classification serving in another classification, shall be entitled to the following:

321. 1. Non-permanent employees shall be treated as permanent employees with respect to health and welfare benefits, compensation and salary steps, seniority, retirement (upon completion of 1040 hours in any twelve month period), and leave benefits, including but not limited to sick leave, vacation and personal leave.

322. 2. A thirty (30) day probationary period, as defined and administered by the Civil Service Commission, upon permanent appointment if the provisional employee has served the equivalent probationary period of the permanent under the same appointing officer.

**III.M. PER-DIEM REHABILITATION PROFESSIONALS**

323. In lieu of benefits, Per Diem (as-needed) employees shall be paid at the step 5 wage rate. When an as-needed per-diem accepts a regularly-scheduled position (FT or PT, permanent or provisional civil service status) he/she shall be paid at no lower than a step 3 wage rate, but dependent upon their experience, may be placed at a higher step at the discretion of the Appointing Officer. Per-diem employees who accept employment to a permanent or provisional civil service position, will receive all the benefits granted to a permanent employee with the exception of health and retirement benefits, which will accrue upon the completion of 1040 hours for employees granted provisional positions, and “just cause,” which will be available to the employee upon completion of the equivalent of a probationary period (when appointed provisionally) or the completion of a probationary period (when appointed to a permanent position).

**III.N. HEALTH AND WELFARE AND DENTAL INSURANCE**

1. City Contribution

324. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.
325. 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 employees’ own health care benefit coverage.
326. The City shall contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

2. Benefits While on Unpaid Leave

327. 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.

3. Hetch Hetchy Stipend

328. As provided in the Annual Salary Ordinance, for employees assigned to Hetch Hetchy, the City will pay a stipend to employees residing in designated zip code areas enrolled in the Health Services System with employee plus two or more

dependents where HMOs are not available and such employees are limited to enrollment in Plan 1.

4. Life Insurance

329. The City will provide \$50,000 in term life insurance to each employee.

**III.O. RETIREMENT**

1. Retirement Payments

330. The SFERS shall process and pay retirement claims in the following manner:

<u>BENEFIT</u>	<u>PROCESSING TIME</u>
Initial monthly retirement allowance	60 days maximum 90% within 60 days
Withdrawal of contributions	6 weeks maximum 85% paid in 30 days
Death benefit	30 days maximum 90% paid within 30 days of filing appropriate papers

331. All employees covered by this Agreement shall be placed into a full retirement contribution status — i.e., the City shall pick up each employee's required contribution to the retirement system.

332. The parties acknowledge that the pick-up of employee retirement contributions, as well as other forms of payments (including without limitation payments for health and welfare insurance premiums) and accrued but unpaid leave accounts, are not considered a part of an employee's salary 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.

333. The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

2. Quarterly Report and Annual Meeting

334. The San Francisco Employees Retirement System shall provide upon request a quarterly report to the Union detailing its current holdings and its annual return on investments. The Retirement System shall also meet each Fall during the term of this Agreement after their annual audit to review their portfolio with the Union on request. The Union will attempt to provide specific questions and items of interest in advance to SFERS to assist in setting an appropriate agenda.

3. Safety Retirement

335. The City, in concert with the Union, shall take all necessary steps to effect a mutually satisfactory contract with PERS to effect a safety retirement plan to be made available to members of current representation unit 11-I.

336. Non-permanent employees who have earned not less than 1,040 hours of compensation during any twelve month period shall become eligible for membership in the San Francisco Retirement System and shall be required to enroll.

4. Release Time for Pre-Retirement Planning Seminars

337. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

338. Employees must provide at least two (2) 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.

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

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

**III. P. STATE DISABILITY INSURANCE (SDI)**

341. Upon certification by the Union that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Human Resources Director shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire



to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.

342. In the event any bargaining unit, covered by this Agreement, elects coverage in SDI as provided above, the payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not affect and shall be supplementary to payments from SDI. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular bi-weekly take-home earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first. At the employee's option, his/her accrued vacation, and compensatory time off (for non-Z employees only) can also be integrated with SDI payments in the same manner as sick leave.
343. Any over-payments of SDI coverage will be returned to the employee no later than the second pay period following departmental notification to the Controller's Payroll & Personnel Division.
344. During the term of the Agreement, all classifications added to an existing bargaining unit that is covered by State Disability Insurance ("SDI") shall automatically be enrolled in SDI. If a new bargaining unit is created or if the Union gains recognition for additional bargaining units, the Union shall certify in writing to the Employee Relations Director whether such units shall be enrolled in SDI.

### **III.Q. WORKER'S COMPENSATION LEAVE**

1. Workers' Compensation Supplementation (Shadow Sick Leave Account)
345. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, 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.
346. 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. 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.

347. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.
348. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
349. 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.

### **III.R. LONG TERM DISABILITY**

350. Effective July 1, 2001, the City shall provide to employees with six (6) months continuous service a Long-Term Disability (LTD) plan that provides, after a ninety (90) day elimination period, sixty-six percent (66%) salary (subject to integration) up to age sixty-five (65). Employees who receive payment under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

### **III.S. RETURN TO WORK**

351. The City will make a good faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of his or her regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class.
352. Where appropriate temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned to work in another classification, on a different shift, and/or in another department, subject to the approval of the Appointing Officer or designee.

353. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.
354. It is also understood that modified duty assignments are temporary only; modified duty assignments for employees temporarily unable to perform regular job duties may not exceed three (3) months. An employee assigned to temporarily modified duty assignment shall receive his/her regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and/or out of class assignment pay as may be provided under this Agreement.
355. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act 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 under those laws.

### **III.T. SICK LEAVE**

1. Accumulation
356. Employees shall be entitled to accumulate all unused sick leave.
2. Pilot Wellness Incentive Program
357. The City hereby establishes a pilot “wellness incentive program” to promote workforce attendance.
358. 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.
359. 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.

3. Example of Calculation

360. 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% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

361. 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.

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

**III.U. PARENTAL RELEASE TIME**

363. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave – two hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight hours in any calendar month of the year.

364. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.

365. The employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the two paid hours per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

366. Denial of Parental Leave under this section is not subject to the grievance process.

**III.V. LIABILITY**

367. The City shall defend and indemnify an employee against any claim or action against the employee or account of any act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. And 995 et seq. Nothing herein is deemed to supersede referenced State law.

**ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

**IV.A. EMPLOYEE DEVELOPMENT FUND**

368. The City shall budget \$250,000 during each year of this agreement for employee training, education and development.
369. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of \$1,000 per fiscal year for tuition, internal or external training programs, professional conferences, professional association memberships and desired licenses relevant to the employee's current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training.
370. These funds may not be used for travel, lodging or food. Unused funds shall not carryover beyond the expiration of this MOU.
371. Employees shall not be required to utilize these funds for Department-mandated training.

**IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS**

372. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license.

**IV.C. PROFESSIONAL ASSOCIATION MEETINGS**

373. Departments shall continue their present practice with respect to the attendance by employees at professional association meetings, conferences, classes, courses, seminars and other programs, including the reimbursement of related expenses. Opportunities shall be provided in a consistent and uniform manner. Department practices shall be extended to the 2846 Nutritionist class.

**IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS**

374. Subject to the budgetary and fiscal limitations, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

**IV.E. EDUCATIONAL PROGRAMS**

375. Subject to the approval of the appointing officer, Personal Property Auditors and other represented employees shall be on paid status when attending educational programs required to maintain a job-related state license.

**IV.F. EMPLOYEE SUGGESTION PROGRAM**

376. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for considerations and possible awards.

**IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS**

377. Employees in the following classes shall be granted five days of educational leave with pay per year to attend Department approved training courses, workshops and seminars. Full-time employees will become eligible for the educational leave after completion of six months of permanent employment. Part-time employees who work less than forty hours per week but more than twenty hours per week will become eligible for the educational leave after completion of one year of permanent employment. Scheduling of educational leave shall be by mutual agreement, subject to the staffing requirements of the Department.

- 2538
- 2540
- 2542
- 2548
- 2550
- 2551
- 2555
- 2556
- 2558
- 2566

378. The Department of Public Health, at its sole discretion, may assign employees to additional training on paid status.

## **ARTICLE V: WORKING CONDITIONS**

### **V.A. HEALTH AND SAFETY**

379. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.
380. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the Department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
381. If the Department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the DPH OSH Program staff, if the Department does not have professional OSH staff.
382. If the Departmental or DPH OSH staff, and the employee and his/her representative do not agree the potentially hazardous condition will be evaluated by a panel of three (3) City OSH professionals who have not been involved in either of the previous evaluations.
383. Such evaluations shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.
384. In the event that either the employee or the Union disagrees with the evaluation of the three person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.
385. Upon request, the City shall provide the union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

**V.B. ASSAULT DATA**

386. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

**V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS**

387. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

388. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

1. Eye Examinations

389. All represented employees, who are health service system members, shall be eligible for one (1) annual VDT examination and prescribed eyewear.

2. Breaks

390. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' work.

3. Physical Plant

391. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

392. a. Where necessary, effective glare screens shall be affixed to the front of such machines;

393. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

394. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;



395. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

4. Inspection of Machines

396. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

5. Pregnancy

397. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

**V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS**

398. The City Departments shall make good faith efforts to develop alternative assignments for disabled or pregnant employees whose doctors certify that they are temporarily unable to perform specified aspects of their regular job duties if, in the particular situation,

399. 1. There is sufficient work which the employee can perform available within the employee's job classification in the department, and

400. 2. In the opinion of the department head, assigning the work to the disabled employee or pregnant employee can be done without adversely affecting the operation of the department.

401. In the event a City-wide policy on alternative, light and/or modified duty assignments is proposed during the life of the Agreement, the parties agree to reopen paragraphs 398-400 to meet and confer regarding such policy.

402. The City shall provide annual audiometric examinations in accordance with the City's Hearing Conservation Program.

**V.E. EMPLOYEE ASSISTANCE PROGRAM**

1. Employee Assistance Program Advisory Committee

403. The Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided

by the program. This committee shall include participation by recognized employee organizations.

**V.F. PROTECTIVE CLOTHING**

404. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her Appointing Officer.

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

**V.G. COMFORT STANDARDS**

406. The City shall make good faith efforts to provide adequate lounge, locker and comfort facilities.

**V.H. UNIFORM ALLOWANCE**

407. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by the Agreement, shall be paid an annual uniform allowance of \$175.00, or, in the case of lab coats or smocks, \$100.00 no later than December 1 of each year. The Department shall fix the appropriate amount for the allowance after meeting and conferring with the Union prior to September 1 of each year.

**V.I. UNIFORM ALLOWANCE (COMPUTER OPERATORS)**

408. For employees in the Units 8Z and 11O, when properly working on machines, the City will provide smocks for the individuals occupying positions in Units 8Z and 11O, provided, however, that only those employees presently receiving said smocks shall continue to receive them. Smocks will be replaced at the City's expense when they are unserviceable, but in any event, not more than one smock per employee per year shall be issued. Total cost to the City of this provision shall not exceed one thousand dollars (\$1,000) per fiscal year in each year of this agreement.

**V.J. REIMBURSEMENT OF PERSONAL EXPENSES**  
409. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**V.K. FINGERPRINTING**  
410. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

**V.L. TELECOMMUTING**  
411. The City recognizes that telecommuting programs may be good public policy. During the life of this Agreement the parties shall continue to review and discuss the effect of such programs on employee productivity and efficiency for the classifications represented by the Union.

**V.M. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS**  
412. The City will provide Rehabilitation Professionals at California Children Services/Medical Treatment Union (CCS/MTU) pagers with voicemail and/or access to voicemail.

**V.N. PRODUCTIVITY STANDARDS**  
413. Health at Home

The Productivity Standard for Health at Home is the following (or its equivalent):

Four (4) case manager revisits per day, or  
Five (5) non-case manager revisits per day (Carry-calls)

It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:

1. A new referral or new admission is equal to two (2.0) revisits.
2. A recertification visit is equal to 1.5 revisits.
3. A resumption of care visit is equal to 1.5 revisits.

## **ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT**

### **VI.A. SCOPE OF AGREEMENT**

414. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section 8.409-3, which reads as follows:
415. Notwithstanding any other provisions of this charter, or of the ordinances, rules or regulations of the city and county of San Francisco and its departments, boards and commissions, the city and county of San Francisco, through its duly authorized representatives, and recognized employee organizations representing classifications of employees covered by this part shall have the mutual obligation to bargain in good faith on all matters within the scope of representation as defined by Government Code section 3504, relating to the wages, hours, benefits and other terms and conditions of city and county employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any agreement, and including agreements to provide binding arbitration of discipline and discharge; provided, however that, except insofar as they affect compensation, those matters within the jurisdiction of the civil service commission which establish, implement and regulate the civil service merit system shall not be subject to bargaining under this part: the authority, purpose definitions, administration and organization of the merit system and the civil service commission; policies, procedures and funding of the operations of the civil service commission and its staff; the establishment and maintenance of a classification plan including the classification and reclassification of positions and the allocation and reallocation of positions to the various classifications; status rights; the establishment of standards, procedures and qualifications for employment, recruitment, application, examination, selection, certification and appointment; the establishment, administration and duration of eligible lists; probationary status and the administration of probationary periods, except duration; pre-employment and fitness for duty medical examinations except for the conditions under which referrals for fitness for duty examinations will be made, and the imposition of new requirements; the designation of positions as exempt, temporary, limited tenure, part-time, seasonal or permanent; resignation with satisfactory service and reappointment; exempt entry level appointment of the handicapped; approval of payrolls; and conflict of interest. Nothing in this paragraph shall limit the obligation of the civil service commission to meet and confer as appropriate under state law.

**VI.B. SAVINGS CLAUSE**

416. Should any part of this Memorandum 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.
417. Any term of condition of this Agreement which conflicts with the Fair Labor Standards Act, Title U.C.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Act and/or the rules and regulations thereto continue to be applicable to the City and County of San Francisco. Should any dispute over the application of the Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

**VI.C. AMENDMENT OR MODIFICATION**

418. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified by mutual consent of the parties. Such amendments(s) shall be reduced to writing.

**VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND  
CONFER PROCESS**

419. This Memorandum of Understanding shall be in effect from July 1, 2001 through and inclusive of June 30, 2003.
420. The Union agrees to serve written notice to the City, on or before January 1, 2003, of its desire to amend or otherwise modify this Agreement. The parties shall then commence meeting no later than February 1, 2003, for the purpose of negotiating the desired amendments or modifications.

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

FOR THE UNION

FOR THE CITY AND COUNTY

\_\_\_\_\_  
DAVID NOVOGRODSKY  
Executive Director, IFPTE, Local 21

\_\_\_\_\_  
ANDREA GOURDINE  
Human Resources Director

\_\_\_\_\_  
CAROL ISEN  
Associate Director, IFPTE, Local 21

\_\_\_\_\_  
PHILIP GINSBURG  
Deputy City Attorney

APPROVED AND ADOPTED BY  
THE BOARD OF SUPERVISORS  
BY RESOLUTION NO. \_\_\_\_\_  
ON \_\_\_\_\_

\_\_\_\_\_  
GEOFFREY ROTHMAN, Director  
Employee Relations Division

APPROVED AS TO FORM:  
LOUISE RENNE, CITY ATTORNEY

By \_\_\_\_\_  
LINDA ROSS  
Chief Labor Attorney

**APPENDIX E**  
**MTA PERFORMANCE INCENTIVE PROGRAM**

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

- Maintenance Group
- Operations Group
- Administration Group

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

**SERVICE STANDARDS**

The following Service Standards are established for each Occupational Group:

**MAINTENANCE GROUP:**

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

**OPERATIONS GROUP:**

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

**ADMINISTRATION GROUP:**

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

**HOW PROGRESS IS MEASURED**

Performance Goals will be developed each fiscal year for the above listed Service Standards. For each Performance Goal, a Mode and/or Division Goal may be established. Progress toward

achievement of these Performance Goals will be tracked and measured each fiscal year. A “Qualifying Fiscal Year” is defined as follows:

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

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

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

**INCENTIVE BONUSES**

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

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

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

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

**OVERALL GROUP GOALS**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
Four (4) Group Goals achieved	\$150.00
Three (3) Group Goals achieved	90.00
Two (2) Group Goals achieved	60.00



One (1) Group Goal achieved 30.00

**MODE/DIVISION GOALS**

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

**ELIGIBLE EMPLOYEE CRITERIA**

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

**GOAL MONITORING AND MEASUREMENT**

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

**SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS**

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

**MAINTENANCE GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

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

**OVERALL GROUP GOALS**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2000	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
July 1, 2001 – June 30, 2002				
July 1, - September 30	%	%	%	%
October 1, December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%
July 1, 2002 – June 30, 2003				
July 1, - September 30	%	%	%	%
October 1, - December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

**GOAL #2:**

To increase vehicle miles between road calls by mode.

**MODE GOALS  
(July 1, 2001 – June 30, 2002)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
<b>TROLLEY COACH</b>	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “
<b>RAIL</b>	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
PCC	“ “
<b>RAIL</b>	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
<b>CABLE CAR</b>	“ “

**MODE GOALS  
(July 1, 2002 – June 30, 2003)**

<b>MOTOR COACH</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
<b>TROLLEY COACH</b>	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “
<b>RAIL</b>	

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

**CABLE CAR** “ “

**GOAL #3:**

To reduce the total number days of unscheduled absences.\*

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

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

**GOAL #4:**

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

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

January 1, - March 31  
April 1, - June 30

3%  
4%

**OPERATIONS GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

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

**OPERATIONS GROUP GOALS**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
July 1, 2001 – June 30, 2002				
July 1, - September 30	%	%	%	%
October 1, December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%
July 1, 2002 – June 30, 2003				
July 1, - September 30	%	%	%	%
October 1, - December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

**GOAL #2:**

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

**MODE GOALS  
(July 1, 2001 – June 30, 2002)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97%
Woods	97%
Kirkland	97%

  

<b>TROLLEY COACH</b>	
Potrero	97%
Presidio	97%

  

<b>RAIL</b>	
Green	97%
Cable Car	97%

**MODE GOALS  
(July 1, 2002 – June 30, 2003)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%

  

<b>TROLLEY COACH</b>	
Potrero	97.5%
Presidio	97.5%

  

<b>RAIL</b>	
Green	97.5%
Cable Car	97.5%

**GOAL #3:**

To reduce the total number days of unscheduled absences.\*

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

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



**GOAL #4:**

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

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

**ADMINISTRATION GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

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

**ADMINISTRATION GROUP GOALS**

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

LRV	CABLE CAR	TROLLEY	DIESEL
Fiscal Years		Overall Goal	Quarter Goals
July 1, 2001 – June 30, 2002		75%	
July 1, - September 30			65%
October 1, December 31			65%
January 1, - March 31			70%
April 1, - June 30			75%
July 1, 2002 – June 30, 2003		80%	
July 1, - September 30			75%
October 1, - December 31			76%
January 1, - March 31			78%
April 1, - June 30			80%

**GOAL #2:**

To reduce the total number days of unscheduled absences.\*

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

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

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

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

7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		Electrical Workers, Local 6
7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	TWU, Local 200	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	IFPTE, Local 21	7238	Electrician Sup.
9195	LRV Equipment Engineer	7244	Power Plant Sup.
9196	Senior LRV Equipment Engineer	7253	Electrical Transit Mechanic Sup.
9197	Signal and Systems Engineer	7255	Power House Electrical Sup.
	Teamsters, Local 853	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	Carpenters, Local 22	7287	Sup. Electrical Maintenance Tech.
7226	Carpenter Sup.	7318	Electrical Maintenance Technician
7342	Locksmith	7319	Electric Motor Repairer
7344	Carpenter	7329	Electric Maint. Tech. Asst. Sup.
7358	Pattern Maker	7338	Electrical Line Worker
	Laborers, Local 261	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

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

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

Maintenance Goal # 4 - ONLY
Workers Compensation Section

	IFPTE, Local 21
1244	Senior Personnel Analyst
1824	Principal Administrative Analyst

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

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

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

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

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

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

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



**MTA**  
**ATTENDANCE INCENTIVE PROGRAM**  
(Non Transit Operator personnel)

March 16, 2001

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

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

**ANNUAL SICK LEAVE "CASH OUT"/TIME OFF OPTIONS**

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

<b>FULL-TIME QUALIFYING BALANCE</b>	<b>GROUP A "CASH OUT"</b>	<b>GROUP B TIME OFF</b>
240 hours or more sick leave balance	40 hours	3 days
<b>PART-TIME QUALIFYING BALANCE</b>	<b>GROUP A "CASH OUT"</b>	<b>GROUP B TIME OFF</b>
120 hours or more sick leave balance	20 hours	2 days

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

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

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

**QUALIFYING CALENDAR PERIOD**

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

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

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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	Sheetmetal, Local 104	7514	General Laborer
6235	Heating and Ventilating Inspector	7540	Track Maintenance Worker
7376	Sheet Metal Worker		Operating Engineers, Local 3
	Automotive Machinist, Local 1414	7110	Mobile Equipment Assistant Sup.
7126	Mechanical Shop and Equipment Sup.	7328	Operating Engineer
7225	Transit Paint Shop Sup.		Stationary Engineers, Local 39
7228	Auto Transit Shop Sup.	7120	Building and Grounds Maint. Sup.
7241	Senior Maintenance Controller	7205	Chief Stationary Engineer
7249	Automotive Mechanic Sup.	7223	Cable Machinery Sup.
7254	Automotive Machinist Sup.	7262	Maintenance Planner
7258	Maintenance Machinist Sup.	7286	Wire Rope Cable Maintenance Sup.
7264	Auto Body Fender Sup.	7333	Apprentice Stationary Engineer
7305	Blacksmith	7334	Stationary Engineer
7306	Auto Body Fender Worker	7335	Senior Stationary Engineer
7309	Car and Auto Painter	7472	Wire Rope Cable Maint. Mechanic
7313	Automotive Machinist	7473	Wire Rope Cable Maint. Mech. Trn.
7322	Auto Body Fender Worker Asst. Sup.		Painters, Local 4
7332	Maintenance Machinist	7242	Painter Sup.
7340	Maintenance Controller	7346	Painter
7381	Auto Mechanic		Electrical Workers, Local 6
7382	Auto Mechanic Assistant Sup.	6252	Line Inspector
7387	Upholsterer	7214	Electrical Transit Equipment Sup.
7434	Maintenance Machinist Helper	7216	Electrical Transit Shop Sup.

	TWU, Local 200	7235	Transit Power Line Sup.
7412	Automotive Service Worker Asst. Sup	7238	Electrician Sup.
9139	Transit Sup.	7244	Power Plant Sup.
9140	Transit Manager I	7253	Electrical Transit Mechanic Sup.
9141	Transit Manager II	7255	Power House Electrical Sup.
9150	Train Control Operator	7256	Electric Motor Repairer Sup.
	Teamsters, Local 853	7274	Transit Power Line Sup. II
7251	Track Maintenance Worker Sup.	7279	Power House Electrician Sup.
7355	Truck Driver	7287	Sup. Electrical Maintenance Tech.
	Carpenters, Local 22	7318	Electrical Maintenance Technician
7226	Carpenter Sup.	7319	Electric Motor Repairer
7342	Locksmith	7329	Electric Maint. Tech. Asst. Sup.
7344	Carpenter	7338	Electrical Line Worker
7358	Pattern Maker	7345	Electrician
	Laborers, Local 261	7364	Power House Operator
7215	General Laborer Sup.	7365	Senior Power House Operator
7458	Switch Repairer	7371	Electrician Transit Shop

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

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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	TWU, Local 200	1657	Senior Systems Accountant
1773	Media Training Specialist	1658	Chief Accountant
9173	System Safety Inspector	1804	Statistician
	IFPTE, Local 21	1806	Senior Statistician
1002	IS Operator, Journey	1823	Senior Administrative Analyst
1004	IS Operator, Analyst	1824	Principal Administrative Analyst
1011	IS Technician, Assistant	1827	Administrative Services Manager
1013	IS Technician, Senior	1944	Materials Coordinator
1022	IS Administrator II	1950	Assistant Purchaser
1023	IS Administrator III	2591	Health Program Coordinator I
1024	IS Administrator, Supervisor	2822	Health Educator
1042	IS Engineer, Journey	2992	Contract Compliance Officer I
1043	IS Engineer, Senior	5174	Administrative Engineer
1044	IS Engineer, Principal	5201	Junior Engineer
1051	IS Business Analyst, Assistant	5204	Assistant Civil Engineer
1053	IS Business Analyst, Senior	5205	Associate Materials Engineer
1054	IS Business Analyst, Principal	5206	Associate Civil Engineer
1061	IS Program Analyst, Assistant	5208	Civil Engineer
1062	IS Programmer Analyst	5210	Senior Civil Engineer
1064	IS Programmer Analyst, Senior	5212	Principal Civil Engineer
1070	IS Project Director	5236	Assistant Electrical Engineer
1203	Personnel Technician	5238	Associate Electrical Engineer
1231	Assistant Manager, EEO	5240	Senior Electrical Engineer
1233	EEO Program Specialist	5242	Principal Electrical Engineer
1241	Personnel Analyst	5252	Assistant Mechanical Engineer
1244	Senior, Personnel Analyst	5254	Associate Mechanical Engineer
1246	Principal Personnel Analyst	5256	Mechanical Engineer
1312	Public Information Officer	5258	Principal Mechanical Engineer
1314	Public Relations Officer	5288	Transit Planner II
1365	Special Assistant VI	5289	Transit Planner III
1367	Special Assistant VIII	5290	Transit Planner IV
1368	Special Assistant IX	5354	Electrical Engineer Associate I
1369	Specialist Assistant X	5360	Civil Engineering Assistant I
1370	Special Assistant XI	5362	Civil Engineering Assistant II
1452	Executive Secretary II	5364	Civil Engineering Associate I
1454	Executive Secretary III	5366	Civil Engineering Associate II
1650	Accountant	5380	Student Engineer Trainee
1652	Senior Accountant	6130	Safety Analyst
1654	Principal Accountant	6137	Assistant Industrial Hygenist

1655	Systems Accountant	6138	Industrial Hygenist
------	--------------------	------	---------------------

MEMORANDUM OF UNDERSTANDING, FY 2001-2003  
CITY AND COUNTY OF SAN FRANCISCO AND  
IFPTE LOCAL 21

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

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