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Agreement between the Building Inspectors' Association #6331, #6333, Northern California Carpenters Regional Council and the City and County of San Francisco, 2001-2003

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Union Northern California Carpenters Regional Council

Local Local 22, Building Inspectors' Association #6331, #6333

Occupations Represented
Construction and building inspectors

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

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Notes 6331 = Building Inspector, 6333 = Senior Building Inspector

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

BETWEEN

BUILDING INSPECTORS' ASSOCIATION

**6331 BUILDING INSPECTOR
6333 SENIOR BUILDING INSPECTOR**

AND

CITY AND COUNTY OF SAN FRANCISCO

JULY 1, 2001- JUNE 30, 2003

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July 1, 2001 - June 30, 2003 MEMORANDUM OF UNDERSTANDING (6331 & 6333)
CITY AND COUNTY OF SAN FRANCISCO
BUILDING INSPECTORS' ASSOCIATION

ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the City and the Northern California Carpenters Regional Council Local 22 & Building Inspectors Association (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 of this Agreement within their respective roles and responsibilities.

I.A. RECOGNITION

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

6331 Building Inspector
6333 Senior Building Inspector

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

I.B. OBJECTIVE OF THE CITY

4. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
5. The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards provided however that in the event that the City proposes to revise existing performance levels, standards or norms, it shall give 30 days notice to the Union of that intent. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of each employee or group of employees.

July 1, 2001 - June 30, 2003 MEMORANDUM OF UNDERSTANDING (6331 & 6333)
CITY AND COUNTY OF SAN FRANCISCO
BUILDING INSPECTORS' ASSOCIATION

6. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission

I.C. MANAGEMENT RIGHTS

7. Except as expressly abridged by a specific written provision of this Agreement, all of the authority, power, right and jurisdiction of the City are retained by and reserved exclusively to the City, including but not limited to: the right to manage and direct all employees; to hire, fire, promote, transfer, assign and reassign employees; to lay off, discipline, suspend or discharge employees for just cause; to relieve employees from duties due to lack of work or funds; to maintain and to improve the efficiency of its operations; to determine staff levels, and to determine the scope, methods, manner, means, process and personnel to which its operations shall be conducted subject to the limitations of the contract and the grievance procedure.

I.D. NO STRIKE PROVISION

8. It is mutually agreed and understood that during the period this Agreement is in force and effect, the Association 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 employees' intended actions. Provided further that nothing in this Section shall limit the City's right to enforce the provisions of Section A8.346 of the Charter. In the event of a strike, the Union recognizes that the City retains the right to take legal action to accomplish those inspections that are not performed because of an employee honoring a primary picket line.

I.E. GRIEVANCE PROCEDURE

9. A grievance is any dispute which involves the interpretation, application, or compliance with any provisions of the Agreement; or disciplinary actions, including discharge, demotion, suspensions, or letters of reprimand taken against employees who have satisfactorily completed their probationary period following employment in a classification represented by the Building Inspectors Association.
10. 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 any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

Non-disciplinary grievances shall be processed in the following manner:

11. 1. The grievance shall be presented either by the employee, or by an authorized Association representative, to the employee's designated supervisor within twenty (20) working days after the cause of such grievance occurs or knowledge could reasonably have been obtained.
12. 2. The designated supervisor shall have ten (10) working days from the date of receipt of the grievance in which to issue a written response. If the grievance is not satisfactorily adjusted within that period, the grievance may be presented, in writing, either by the employee or an authorized Association representative to the Appointing Officer or designee.
13. 3. The Appointing Officer or designee shall have ten (10) working days from date of receipt of the grievance in which to respond. If the grievant is dissatisfied with the Appointing Officer or designee's decision, a written appeal may be filed with the Employee Relations Director at the Employee Relations Division ("ERD") within ten (10) working days of receipt of the decision. The Director will review the grievance and management responses, convene a grievance meeting if deemed necessary, and issue a written response within fifteen (15) working days of the receipt of the appeal.
14. 4. If the Association is dissatisfied with the Director's response, it may so notify the Employee Relations Director, in writing, within ten (10) working days of receipt of the Director's response. The Employee Relations Director will then arrange to refer the grievance to an impartial arbitrator for final and binding resolution by using the procedure detailed under *Selection of the Arbitrator* as it appears elsewhere in this section.
15. Such resolution shall be final and binding to the extent permitted by the Charter of the City and County of San Francisco, fees and expenses of the arbitration and court reporter shall be borne by the losing party. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any.
16. No arbitration shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by Association and unless such dispute falls within the definition of a grievance.

Disciplinary/Discharge grievances shall be processed in the following manner:

17. The City shall have the right to discipline any permanent or provisional employee for just cause. As used herein, "discipline" shall be defined as discharge, disciplinary demotion, suspensions or letters of reprimand, taken against employees who have satisfactorily completed their probationary period following employment in a classification represented by the Building Inspectors Association. Letters of Reprimand are not subject to the grievance and arbitration procedure unless referenced in a subsequent suspension, discharge or demotion that occurs within 12 months of the Letter of Reprimand. Letters of Reprimand older than 12 months may not be used as a basis for subsequent discipline.

Disciplinary actions shall be subject to the following procedure:

18. 1. The employee shall receive written notice of the recommended disciplinary action including the reasons for the recommendation.
19. 2. The employee and any Association representative shall be afforded twenty (20) working days to respond orally or in writing to the management official designated by the Appointing Officer to consider the reply.
20. In the event no reply is provided by the employee, a decision will be based on information contained in the written notice and supporting documentation. The employee and any representative shall receive a copy of the Department's decision.
21. 3. If a response is received, the designated management official shall convene a disciplinary conference, consider documentation and statements, and within ten (10) working days forward a recommendation to the Appointing Officer regarding disciplinary action. The Appointing Officer may sustain or modify, but not increase, the recommendation of the designated management official, and issue a final decision notice within ten (10) days.
22. In cases involving permanent employees, as defined herein, an employee may file an appeal with the Employee Relations Director at the Employee Relations Division ("ERD") within ten (10) working days of receipt of the Appointing Officer's decision. The Employee Relations Director shall review the appeal and may issue a response, if necessary, no later than ten (10) days following receipt of the appeal. No response from the Employee Relations Director will indicate agreement with the Appointing Officer's final decision.

23. If the decision of the Employee Relations Director is unsatisfactory only the Union may file a written appeal to arbitrate with the Employee Relations Director at ERD no later than ten (10) working days following whatever action is taken by the Employee Relations Director at ERD.

Selection of the Arbitrator (Disciplinary and Non-disciplinary)

24. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the appointment process of the State Mediation and Conciliation Service (“SMCS”). An arbitrator may be removed from the panel by mutual consent and replacements shall be made by the SMCS.
25. Upon invocation of arbitration over a disciplinary grievance, the parties shall contact the first arbitrator on the list to determine whether a hearing may be scheduled within the following five (5) to twenty (20) work days. In the event the first arbitrator is not available within the twenty (20) day period the next listed arbitrator shall be contacted, continuing in that fashion through the list until a date is obtained.
26. Any arbitrator so contacted shall move to the bottom of the list, regardless of whether the arbitrator is available or the case is actually heard. If no arbitrator is available, an additional panel will be requested. The panel will disband at the conclusion of the individual grievance.

Authority of the Arbitrator

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

Skelly Rights

28. An employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge:
1. A notice of the proposed action; and
 2. The reasons for the proposed discipline; and
 3. A copy of the charges and the materials upon which the action is based; and
 4. An opportunity to respond, either orally or in writing, to the authority initially imposing the discipline.

Time Off for Grievance

29. If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative and any coworkers who may reasonably be needed in the processing of the grievance, reasonable time off during regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or authorized representative shall obtain the approval of their immediate supervisor or other authorized departmental supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.

I.F. AGENCY SHOP

30. Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.
31. If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.
32. Once agency shop has been established pursuant to the procedures outlined in Section A above, the following shall apply.
33. 1. **Application:** Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation unit 1-U when on paid status.
34. These provisions shall not apply to individual employees of the City in representation Unit 1-U who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.
35. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.

36. 2. **Agency Shop Fee:** All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonable prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal.
37. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.
38. 3. **Religious Exemptions:** Any employee of the City in a classification described in Section 1 hereof, who is a member of bona fide religion, body or sect, which as historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union Membership, shall, upon presentations of proof of membership and historical objection satisfactory to the City and Union, be relieved of any obligation to pay the required service fee.
39. 4. **Payroll Deductions:** The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
40. The Controller shall make membership fee of service fee deductions, as appropriate, from the regular period payroll warrant of each City employee described herein.
41. Service fees from non-members shall be collected by payroll deductions pursuant to Administrative Code Section 16.90 provided, however, that an employee may elect to make said service fee payment personally to the Union. Failure of an employee to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

42. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be regularly provided to the Union, at a cost no to exceed the actual cost, as determined by the Controller.
43. 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.
44. 5. **Revocation of the Agency Shop Fee:** The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.
45. 6. **Financial Reporting:** Records of financial transactions shall be maintained and made available by the Union, as required by California Government Code Section 3502.5(d).
46. 7. **Indemnification:** The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

47. The City and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to applicable sections of the Civil Service Rules and the Administrative Code.
48. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Acts of 1866, and any other laws and regulations relating to employment discrimination.
49. 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 and the Fair Employment and Housing Act, and further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by the Acts. The City reserves the right to take any action necessary to comply therewith.

II.B. PROBATIONARY PERIOD

50. The probationary period shall be six calendar months, as defined and administered by the Civil Service Commission.
51. A probationary period may be extended by mutual agreement, in writing, between the Union and the Appointing Officer.

II.C. PERSONNEL FILES

52. Upon request of an employee to the appointing officer or designee, material relating to disciplinary action in the employee's file which has been in the file for more than two (2) years shall be sealed provided the employee has had no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for the purpose of assisting the City in defending itself in legal or administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document(s) have been sealed. Performance evaluations are excluded from this provision.
53. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; misconduct stemming from drug or alcohol abuse; mistreatment of persons (except mere verbal altercations not involving discrimination or threats of violence); acts which would constitute a felony or misdemeanor involving moral turpitude; and/or acts which present an immediate danger to the public health and safety.
54. 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 after diligent and timely investigation except for conduct which would constitute the commission of a crime. Presentation of the charging letter will signify the initiation of the disciplinary action. 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.

II.D. AUTOMOBILE USE, ALLOWANCE AND PARKING

55. The City shall attempt to provide vehicles for all represented inspectors required to perform field inspections. When employees are required to drive their own automobiles to perform City Business due to lack of availability of City vehicles, they shall be reimbursed for mileage (including round trip miles from home to work) at the rate permitted by the Internal Revenue Service regulations. Employees who are required to drive their own automobile on City business, shall receive an allowance of \$75.00 per month in any month when such vehicle is actually used on the job more than six (6) working days. Miscellaneous expenses such as tolls and parking fees, shall be processed for reimbursement upon submission of an approved field expense report.

II.E. MUNI PASSES

56. In order to conserve resources in accordance with City policy, the affected Departments shall provide MUNI passes to inspectors who elect to use public transit in the course of carrying out City business.

II.F. WORKFORCE REDUCTION

57. 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.
58. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
59. The City shall provide written information relating to staffing levels and workloads in a given department, upon written request to the Director of Building Inspection or the appointing authority in other City agencies, where inspectors covered by this agreement are employed.

II.G. SUBCONTRACTING OF WORK

60. The City agrees to notify the Union no later than the date a department sends out RFPs, when contracting out of a City service is contemplated and authorization of the Board of Supervisors is necessary in order to enter into said contract.
61. 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:
1. possible alternative to contracting or subcontracting;
 2. questions regarding current and intended levels of service;
 3. questions regarding the Controller's certification pursuant to Charter Section 10.104;

4. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 5. questions relating to the effect on individual worker productivity by providing labor saving devices.
62. 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.

II.H. PERSONAL SERVICES CONTRACTS

63. The Director of Human Resources has agreed to direct all departments to notify the Union of proposed personal services contracts which are to be presented to the Civil Service Commission for approval, where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out RFPs.
64. If the Union wishes to meet with a department, the request must be made by the Union within three (3) working days after the receipt of notice from the department. Discussion shall include whether the department staff has the expertise and/or facilities to perform the work. If, after meeting, the Union believes a dispute exists with the department regarding the contract, the Union shall provide the department a written summary of the details of the dispute, at least three (3) working days before the date of scheduled Commission review. If no timely notice is provided by the Union, the challenge is waived.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

65. Base wages shall be increased as follows:

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

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

III.B. WORK SCHEDULES

67. 1. **Regular Work Day**
Unless otherwise provided in this agreement, a “regular work day” is a tour of duty of eight (8) hours of work completed within not more than nine (9) hours.
68. 2. **Regular Work Week**
A “regular work week” shall be Monday through Friday.
69. 3. **Flex-time Schedules**
All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.
70. 4. **Alternate Work Schedules**
By mutual agreement, the City and 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 more or less than five (5) days. 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 week schedules.

71. 5. **Part-Time Work Schedule**
A part-time work schedule is a tour of duty of less than forty (40) hours per week.
72. 6. **Exceptions:**
73. a. The 20-20 Education Program.
74. b. Specially funded training programs approved by the Department of Human Resources.
75. c. Educational and Training Courses
Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
76. 7. **Work Unavailable**
Employees shall receive no compensation when properly notified two hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
77. 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 (2) hours.
78. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter hour.
79. 8. **Voluntary Reduced Work Week**
Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

80. 9. **Compensation for Various Work Schedules**
Normal Work Schedule
81. Compensation fixed herein on a per diem basis are for a normal eight (8) hour work day, and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.
- Part-Time Work Schedules
82. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.C. ADDITIONAL COMPENSATION

83. 1. **Night Duty Premium**
Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).
84. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.
85. 2. **Bilingual Pay**
All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours within a biweekly period shall be granted additional compensation of thirty-five (\$35.00) biweekly. 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.

86. 3. **Office of Statewide Health and Planning (OSHPD) Premium**
Those inspectors who are OSHPD certified shall receive a premium of \$3.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital or City Jail construction.
87. 4. **Travel Expense**
Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport shall be reimbursed for travel expenses to and from the San Francisco International Airport in the amount of \$2.30 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.
88. 5. **Call Back Pay**
Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.
89. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.
90. 6. **Standby Pay**
Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service except that employees shall be paid ten percent (10%) of their regular straight time rate of pay for their period of such standby service when outfitted by their department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Standby pay shall not be allowed in classes whose

duties are primarily administrative in nature.

91. 7. **Acting Assignment Pay**
An employee assigned by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification for eleven (11) consecutive days shall be entitled to acting assignment pay retroactive to the first day of the assignment.
92. Employees who believe that they have been assigned to do the work of higher classification, whether in writing or not, and do not receive such pay may file an out of class pay claim with the Department Head.
93. The Department Head or designee shall review the claim and shall either approve and submit the claim for payment, or deny the claim. In cases of denial, the Department Head or designee shall state the reasons for denial. Denials may be based on either of the following:
94. a. The Department Head disagrees that the assignment is out of class or,
95. b. The Department Head considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim shall be honored.
8. **Supervisory Differential Adjustment**
96. The Appointing Officer is authorized to adjust the compensation of a supervisory employee if:
97. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;
98. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
99. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources ("DHR");

100. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
101. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.
102. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
103. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
104. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
105. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
106. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.
107. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the DHR of what changes in organizational structure or compensation support the adjustment.

III.D. OVERTIME COMPENSATION

108. In the event that overtime is needed, the City shall call for volunteers. In the event there are not sufficient volunteers, employees would be assigned in order of inverse seniority.
109. Appointing Officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, a) in excess of forty (40) hours per City workweek for weekly overtime, and b) in excess of the regular or normal work day for daily overtime shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night

differential if applicable.

110. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.
111. Employees working in classifications that are designated as having a normal work day of less than eight (8) hours in a day or a normal work week of less than forty (40) hours in a week shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week. Further, employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight (8) hours in a day or forty (40) hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
112. For employees working an alternative schedule (such as 4-10s), daily overtime shall be compensated at one-and-one-half times the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in the workday as set forth in the alternative work schedule. Weekly overtime shall be determined as set forth above.
113. The Human Resources Department 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.
114. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half, pursuant to the provisions herein.
115. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedule.
116. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall

be compensated with compensatory time off. Compensatory time shall be earned at the rate of time-and-one-half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time-and-one-half.

RECORDATION OF OVERTIME

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

III.E. HOLIDAYS

- 120. 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.
- 121. A holiday is calculated base on an eight-hour day. The following days are designated as holidays:
- 122. January 1, New Years Day
the third Monday in January, Martin Luther King, Jr.'s Birthday
the third Monday in February, Washington's Birthday
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, Veterans Day
Thanksgiving Day,
The Day After Thanksgiving
December 25, Christmas Day
- 123. Provided further, if January 1, July 4, November 11, or December 25 falls on a Sunday, the Monday following is a holiday.
- 124. In addition, any day declared to be a holiday by proclamation of the Mayor after such

day has heretofore been declared or appointed a holiday by the Governor of the State of California or the President of the United States is a holiday.

125. **HOLIDAYS THAT FALL ON A SATURDAY**

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

126. An employee who is laid off at the close of business the day before a holiday who has worked no less than five (5) previous consecutive workdays shall be paid for the holiday.

III.F. HOLIDAY COMPENSATION FOR TIME WORKED

127. Employees required by their respective appointing officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e. 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked. At the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.

128. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

129. 1. **FLOATING HOLIDAYS**

Eligible employees are granted three (3) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time) must complete six (6) months' continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

130. Employees who are terminated from the City employment and at such time have least six (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 for 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 any 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 of service shall be entitled to be paid for the remaining floating holidays.
131. 2. PAID FURLOUGH DAYS - Represented employees shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.

III.G. TIME OFF FOR VOTING

132. 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.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

133. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.
134. 1. **Promotive Appointment in a Higher Class**
An employee following completion of six (6) months of continuous service, and who is appointed to a position in a higher classification, shall have his/her salary adjusted to that step in the promotive class as follows:
135. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class shall be adjusted to two (2) steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
136. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the

salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

137. c. Where the reason for failing to successfully complete a promotive probationary period is other than conduct which would support termination for cause, the Department's position shall be that the employee shall be returned to the next available vacant position in the class from which he/she was promoted.

138. For purpose of this section, appointment to a position with a higher salary schedule shall be deemed promotive.

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

140. 3. **Appointment Above Entrance Rate**
Appointments may be made by an appointing officer at any step in the compensation schedule upon the approval of the Human Resources Director under the following conditions:

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

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

143. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.

144. d. The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be

received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.

145. e. When the Human Resource Director (HRD) approves appointments of all new hires in a classification at a step above the entrance rate, the HRD may advance to that step incumbent in the same classification who are below that step.

146. 4. **Reappointment Within Six Months**

A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

5. **Compensation Adjustment**

147. a. Prior Fiscal Year Promotion. When an employee is promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the current fiscal year, his/her salary shall be adjusted on July 1 to the rate s/he would have received had s/he been promoted in the current fiscal year.

148. The salary and anniversary increment date of any employee promoted from one class to a higher classification shall be adjusted when such employee would receive a lesser salary than an employee promoted at a later date to the same base class from that date the promotional examination was held.

149. b. Salary Increase in Next Lower Rank Classification. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which is was formerly promotive, the Human Resource Director may 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 an approved request to reinstate is on file for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in her/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer or

refuses an exempt appointment to a higher classification. This provision shall not apply to offer of appointment which would involve a change of residence.

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

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

6. **Compensation Upon Transfer or Reemployment**

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

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

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

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

III.I. METHODS OF CALCULATION

156. 1. **Bi-weekly** - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
157. 2. **Per Diem or Hourly** - An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
158. 3. **Conversion to Bi-weekly Rates** - Rates of compensation established on other than a bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.J. SENIORITY INCREMENTS

1. **Advancement Through Salary Steps**
159. a. Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
160. b. 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.

161. 2. **Date Increment Due**
Increments shall accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.
162. 3. **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 exceed the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved position shall be counted as actual service when calculating salary increment due dates.
163. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
164. (1) An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in the Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total schedule hours equivalent to one year or six months, whichever is applicable.
165. (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.
166. c. Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above schedule increment steps is modified as follows:

167. (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 calendar year.
168. (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 of 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.
169. d. An employee who (a) has completed probation in a permanent position; (b) is "Laid Off" from said position; (c) is immediately and continuously employed in another classification with the city either permanent or temporary, and (d) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his her permanent position.
170. 4. **Receipt of Paychecks**
The City agrees to take all reasonable non-cost measures to reduce the delay between the last day of pay period and the receipt of paychecks.

III.K. HEALTH BENEFIT CONTRIBUTIONS

171. 1. EMPLOYEE HEALTH COVERAGE
The City shall continue to contribute the amount applicable per month directly into the City Health System for each employee who is a member of the Health Service System. The level of benefits will be determined by the Health Services System.
172. 2. DEPENDENT HEALTH COVERAGE
The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

173. 3. DENTAL COVERAGE
Each employee and dependent family member covered by this agreement shall be eligible to participate in the City dental program at no additional cost.
174. 4. CONTRIBUTIONS WHILE ON UNPAID LEAVE
As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.
175. 5. MEDICALLY SINGLE EMPLOYEES
For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.
176. The aforesaid contributions shall not be considered as a part of the 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.

III.L. RETIREMENT CONTRIBUTIONS

177. The City shall pick up the full amount of the employee's contribution to retirement.
178. The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicate 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.
179. * Amount subject to adjustment should Congress change the OASDI Tax Rate and amount applies to contributions owed on wages up to the FICA maximum wage. Thereafter, the noted full retirement amount will be contributed by the City.
180. Rule changes by the City's Retirement Board regarding the crediting of accrued sick

leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

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

RETIREMENT SEMINAR RELEASE TIME

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

183. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
184. All such seminars must be located within the Bay Area.
185. This section shall not be subject to the grievance procedure.

III.M. VACATION

186. Pursuant to the Charter, employees in City and County service are allowed a vacation with pay annually as long as employment continues, as follows:
1. After one year's continuous service, ten (10) working days;
 2. After five (5) years' continuous service, fifteen (15) working days;
 3. After fifteen (15) year's continuous service, twenty (20) working days.

III.N. VOLUNTARY TIME OFF PROGRAM ("VTOP")

187. The mandatory furlough provisions of CSC Rule 120 shall not apply to covered employees. The City shall continue to make the Voluntary Time Off Program (VTOP) available to covered employees.

General Provisions

188. 1. 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.
189. 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 office shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.
2. Restrictions on Use of Paid Time Off While on Voluntary Time Off

190. a. All voluntary unpaid time off granted pursuant to this section shall be without pay.
191. b. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
192. 3. Vacation and Sick Leave with Pay Accruals while on Voluntary Unpaid Time Off
Vacation and sick leave with pay accruals shall continue during a maximum of twenty (20) days for approved voluntary unpaid time off taken pursuant to this section in any fiscal year.
193. 4. Duration and Revocation of Voluntary Unpaid Time Off
Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

III.O. FAIR LABOR STANDARDS ACT

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

III.P. TUITION REIMBURSEMENT

195. The City agrees to allocate five thousand dollars (\$5,000) to the Tuition Reimbursement Program for the exclusive use of classifications represented by the Association. Seminars such as those conducted by the International Conference of Building Officials will be considered as qualifying for Tuition Reimbursement, as will other recognized building industry groups which provide similar training. The City and the Union mutually encourage persons represented under this agreement to become Certified Building Inspectors.

III.Q. STATE DISABILITY INSURANCE

196. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.R LONG TERM DISABILITY

197. The City shall provide to employees with six months continuous service a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.S VOLUNTEER PARENTAL RELEASE TIME

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

III.T PILOT WELLNESS INCENTIVE PROGRAM

200. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
201. 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.
202. 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.
203. Example of Calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.
Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
50% x 500 hours = 250 hours.
250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

204. 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.
205. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

ARTICLE IV - WORKING CONDITIONS

IV.A. WORKING ENVIRONMENT

206. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment for Building Inspectors. The Department of Building Inspection agrees to provide information to the Union as plans are developed for such improvements and to get Union input before such plan are implemented. If the foregoing requirements are followed neither the recommendations resulting from the above process nor the actions taken or not taken thereon shall be subject to the grievance procedure.

IV.B. WORKPLACE ISSUES

207. The City and the Association mutually agree to hold periodic meetings, at the request of either party, to discuss items of importance to either party. The City and the Association agree that during the term of this agreement, it will take those steps necessary to support the establishment and maintenance of active hiring lists for building inspector classes through the Department of Human Resources process.

IV.C. CONFLICT OF INTEREST

208. The parties mutually agree that it is in the best interest of the City and the Department of Building Inspection workforce to have clear, reasonable conflict of interest rules.

ARTICLE V - SCOPE

V.A. SAVINGS CLAUSE

209. Should any part hereof or any provision herein contained be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

V.B. REOPENER

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

V.C. ZIPPER CLAUSE

211. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
212. Pursuant to the zipper clause provision in the 1997-2001 Agreement, the parties agree that any and all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

213. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this

contract. No later than January 1, 1998, except that this date may be extended for up to an additional three months if requested by either party, such Civil Service Rules and Administrative Code provisions shall be appended to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

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

V.D. DURATION OF AGREEMENT

215. This Agreement shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003, with no reopeners except as specifically provided herein.

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

FOR THE CITY

FOR THE UNION

Andrea R. Gourdine
Human Resources Director

William Wong
Northern California Carpenters Regional
Council Local 22
Sr. Business Representative

Geoffrey L. Rothman
Director, Employee Relations Division

John Singleton
S.F. Building Inspectors Association

APPROVED AS TO FORM:
CITY ATTORNEY

By: Linda M. Ross
Chief Labor Attorney

APPENDIX “A”

PAST PRACTICES BUILDING INSPECTORS

Following is the list of past practices pursuant to Section V.C. of the 1997-2001 Agreement.

Official Representatives

The contract negotiating team shall continue to be paid for release time to participate in negotiation, mediation and arbitration during the employee’s regular work hours.

Work Schedules

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift – one in a.m. and one in p.m.

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

For purposes of working overtime, a meal and/or break periods will continue to be provided as required by law.

Safety

The City will continue to supply all safety shoes and safety equipment.

Attachment A

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

Building Inspectors Association

Effective Date	Class Title	Salary Grade	Biweekly Rate of Pay				
			Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	6331 BUILDING INSPECTOR	06800	\$2,521	\$2,647	\$2,779	\$2,918	\$3,064
	6333 SENIOR BUILDING INSPECTOR	07000	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378
1/5/02	6331 BUILDING INSPECTOR	06840	\$2,571	\$2,700	\$2,835	\$2,977	\$3,126
	6333 SENIOR BUILDING INSPECTOR	07040	\$2,835	\$2,977	\$3,126	\$3,282	\$3,446
7/1/02	6331 BUILDING INSPECTOR	06890	\$2,632	\$2,764	\$2,902	\$3,047	\$3,199
	6333 SENIOR BUILDING INSPECTOR	07090	\$2,902	\$3,047	\$3,199	\$3,359	\$3,527
1/4/03	6331 BUILDING INSPECTOR	06940	\$2,700	\$2,835	\$2,977	\$3,126	\$3,282
	6333 SENIOR BUILDING INSPECTOR	07140	\$2,977	\$3,126	\$3,282	\$3,446	\$3,618

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Building Inspectors Association

5/15/01

July 1, 2001 - June 30, 2003 MEMORANDUM OF UNDERSTANDING (6331 & 6333)
CITY AND COUNTY OF SAN FRANCISCO
BUILDING INSPECTORS' ASSOCIATION