

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

**UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY,
LOCAL NO. 38**

JULY 1, 2010 - JUNE 30, 2012

PER AMENDMENT 1

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the City and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38 (hereinafter "Union").

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:

CLASS	TITLE	UNIT
1466	Meter Reader	1-BB
6242	Plumbing Inspector	1-BB
6244	Chief Plumbing Inspector	1-BB
6246	Senior Plumbing Inspector	1-BB
7134	Water Construction & Maintenance Superintendent	1-DD
7136	Water Shops & Equipment Superintendent	1-DD
7204	Chief Water Service Inspector	1-BB
7213	Plumber Supervisor I	1-BB
7239	Plumber Supervisor II	1-BB
7240	Water Meter Shop Supervisor I	1-BB
7248	Steamfitter Supervisor II	1-BB
7250	Utility Plumber Supervisor I	1-BB
7284	Utility Plumber Supervisor II	1-BB
7316	Water Service Inspector	1-BB
7317	Senior Water Service Inspector	1-BB
7347	Plumber	1-BB
7348	Steamfitter	1-BB
7349	Steamfitter Supervisor I	1-BB
7353	Water Meter Repairer	1-BB
7360	Pipe Welder	1-BB
7388	Utility Plumber	1-BB
7449	Sewer Service Worker	1-CC
7463	Utility Plumber Apprentice	1-BB

The provisions of this Agreement shall be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

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I.B. INTENT

3. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

I.C. NO STRIKE PROVISION

4. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and represented employees will not engage in any work stoppage as defined in Charter Section A8.346.

I.D. OBJECTIVE OF THE CITY

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

I.E. MANAGEMENT RIGHTS

8. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this Agreement is in the jurisdiction of the City. Nothing herein is intended to abridge the meet and confer obligations of the City pursuant to the Meyer-Milias-Brown Act.

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I.F. EMPLOYEE REPRESENTATIVES

9. The Business Representatives of the Union shall have reasonable access to the job site during working hours for the purpose of conferring with members of the Union regarding the manner in which compliance with the terms of the Agreement are being met. The Union agrees that such contact will in no way interfere with the work of the Department.

I.G. SHOP STEWARDS

10. The Union shall furnish the City with an accurate list of shop stewards. The Union may submit amendments to this list at any time. If a shop steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
11. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level as authorized by the Union.
12. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present an informal grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
13. In emergency situations, where immediate disciplinary action must be taken because of violation of law or a City or departmental rule (intoxication, theft, etc.) the shop steward shall, if possible, be granted immediate permission to leave her/his post of duty to assist in the grievance procedure as authorized by the Union.
14. Shop stewards shall not interfere with the work of any employee.

I.H. GRIEVANCE PROCEDURE

15. 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.
16. 1. Definition - 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 and arbitration as set forth in this Agreement pursuant to Charter Section A8.409 et seq.
17. A grievance does not include the following:
18. a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations.

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Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.

19. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within fifteen (15) calendar days from the date of the reprimand.

20. 2. Time Limits - 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

21. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.

22. (1) A grievance affecting more than one employee shall be filed with the management official having authority over all employees affected by the grievance. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.

23. (2) 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.

24. b. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) 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.

25. 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 on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

26. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

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27. d. Step 2: A grievant dissatisfied with the intermediate supervisor's response at Step 1 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 1 answer. The Appointing Officer may convene a meeting within ten (10) working days 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.
28. e. Step 3: A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 2 answer. The Director may convene a grievance meeting within ten (10) working days 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.
29. f. Arbitration: If the Union is dissatisfied with the Step 3 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 3rd Step decision that arbitration is being invoked.
4. Selection of the Arbitrator
30. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Services.
31. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator will be selected by alternate striking from the list supplied by the State Mediation and Conciliation Service.
32. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
33. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.

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5. Discipline/Discharge Grievances

Steps of the Procedure (Disciplinary Grievances)

34. 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.
35. 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:
36. (1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.
37. (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.
38. (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.
39. 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.
40. 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.
41. c. Selection of the Arbitrator - Disciplinary/Discharge Grievances - Disciplinary or discharge grievances will be heard by an arbitrator selected in accordance with the procedure in Section I.H.4.
- d. Expedited Arbitration
42. Grievances of disciplinary suspensions of not greater than fifteen (15) days,

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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, by mutual agreement, the parties may move such matters out of the expedited process to regular arbitration procedures provided herein.

- 43. 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 months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
- 44. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
- 45. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.
- 46. 6. Claims - Any claim for monetary relief shall not extend more than thirty (30) working days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
- 47. 7. Dismissal - In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.I. DUES DEDUCTION

- 48. The Union may exercise the privilege of dues deductions and voluntary political action committee deductions and shall pay the reasonable costs of this service. The Controller of the City and County of San Francisco shall establish the costs and the procedures for initiating and maintaining this service. Membership dues shall be administered through payroll deduction upon proper authorization from the affected employee.

I.J. AGENCY SHOP

- 49. 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 Units 1-BB, 1-CC, and 1-DD when on paid status.

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50. 2. Agency Shop Fee

All current and future employees of the City as described in the Application Section 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 standard initiation fee, periodic dues and general assessments (hereinafter collectively termed service fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

3. Religious Exemptions

51. Any employee of the City in a classification described in the Application Section hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee, if such employee shall make a qualified charitable contribution at the time and manner herein prescribed:

52. a. The Qualified Charitable Contribution shall be the payment of a sum equal to the initiation fee, agency fee and general assessments and shall be paid in the amounts and at the times said fees and/or assessments would otherwise be due and payable if the employee were not exempt under this paragraph.

53. b. The Qualified Charitable Contribution shall be paid to any qualified charity so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

54. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition to continued employment. The employee shall supply the City and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.

55. d. Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of Qualified Charitable Contributions shall, at the request of the Union or affected employee, be decided by final and binding arbitration under the rules of the American

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Arbitration Association. The employee and Union shall each bear one-half of the cost of said arbitration, including: the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the same proceedings shall be paid by the party requesting same.

56. 4. Management, Confidential and Supervisory Designations

The provisions herein shall not apply to employees in management or supervisory classifications or to individual employees of the City who are represented by the Union and 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.

57. 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 working days notice of any such proposed designation. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the ordinance.

58. The City agrees to discuss with the Union the designation of represented employees who have been previously designated as management, confidential, or supervisory. The City will provide available information on positions so previously designated. Following such discussion, if it is determined that the Union was not properly notified in the past of such designations, any disputes regarding such designations will be submitted to an Administrative Law Judge in accordance with the Employee Relations Ordinance within 120 days of the effective date of this Agreement.

59. 5. Notice and Method of Payment

The Union shall give all non-member employees of represented bargaining units written notice of their obligation to either join or pay an agency shop fee as a condition of continued employment.

60. a. Payment Deduction: Payment by payroll deduction shall be made in the amount of the agency shop fee. The Controller shall make such service fee deductions from the regular payroll warrant of each City employee described in the Application Section herein.

61. b. 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 and service fees. All such lists shall contain the employee's name, employee number, department and amount deducted.

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62. 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.

63. 6. Failure to Pay Agency Shop Fee

In the event an employee fails to make payments as required by this agreement, the Union may give written notice of such fact to the City and the employee. In the event such notice is given, a representative of the Union, a representative of the City and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the Union. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the Union, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the City shall commence the termination process of said employee.

64. 7. Revocation of Agency Shop

The Agency Shop provisions herein covering the aforementioned bargaining unit or subunit 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.

65. 8. Financial Reporting

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

66. 9. Indemnification

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

67. 10. Hudson Compliance

The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually,

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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.

I.K. APPRENTICESHIP PROGRAM

68. The parties agree to meet to discuss and develop an apprenticeship program. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. The apprenticeship program, however, shall contain at least the following terms:
69. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill a journey-level vacancy with either a journey-level worker or an apprentice; and
70. 2. The salaries of new hires into the apprentice program shall be:

Time in Apprenticeship Program	Step	Compensation as a % of full journey Plumber (Class 7347)
Less than 6 months	1	60%
≥ 6 months but < 12 months	2	62.5%
≥ 12 months but < 18 months	3	65%
≥ 18 months but < 24 months	4	67.5%
≥ 24 months but < 30 months	5	70%
≥ 30 months but < 36 months	6	72.5%
≥ 36 months but < 42 months	7	75%
≥ 42 months but < 48 months	8	77.5%
≥ 48 months but < 54 months	9	80%
More than 54 months	10	82.5%

71. The following journey-level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:
- 7347 Plumber
7348 Steamfitter
7388 Utility Plumber
72. This provision shall not affect the existing appointment step for any classification other than those for Apprenticeable Classes.
73. The parties shall use all reasonable efforts to implement promptly apprenticeship programs. The parties agree to conclude discussions regarding the development of apprenticeship programs no later than December 31, 2006. The discussions will include consideration of whether to implement a City-specific program or to become involved in and potentially

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have a representative on the existing Local 38 Joint Apprenticeship Training Committee. The current Apprenticeship program will continue under the status quo until the terms of the revised program are agreed upon by the parties.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A NON DISCRIMINATION

74. No employee shall be appointed, reduced, or removed, or in any way favored or discriminated against because of his social, political, or religious opinions or affiliations or because of race, national origin, marital status, age or sex.
75. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.
76. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City and County shall also have the right to refuse to join or participate in the activities of employee organization. Employees shall also have the right to represent themselves individually in their employment relations with the City and County.

II.B DISABILITIES

77. The parties agree that the City is obligated 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 in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply therewith.

II.C EMPLOYEE LISTS

78. The City will provide the Union with a list of new hires and separations.

II.D LAYOFFS

79. 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" 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.
80. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less

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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.

1. Layoff Limitations

81. A. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the Public Employees Committee of the San Francisco Labor Council (PEC) that result in complete loss of City employment will be limited to four hundred twenty-five (425) positions, including notices already issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Building Inspectors' Association; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; San Francisco Institutional Police Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); and Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit).
82. B. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section C.(3) below.

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83. In such event, the City will provide the PEC with complete and current Budget Information (as defined in Section E below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers-Miliias-Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.
84. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:
85. (1) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal

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year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or

86. (2) The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section C.(1) above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or
87. (3) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.
88. D. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

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89. E. “Budget Information”, for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.
90. F. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

II.F. REORGANIZATION

91. The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.
92. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.
93. Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.
94. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

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II.G. MINIMUM NOTICE FOR DISPLACEMENTS

95. For Fiscal Years 2010-2011 and 2011-2012 only, the City will provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

96. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.
97. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking unpaid furlough days as described in paragraph 147, such work will be offered to holdovers in such represented classifications.

II.I. COMPLIANCE WITH CODES

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

II.J. PERSONNEL FILES

99. Materials relating to disciplinary actions in the employee's personnel file which have been in the file two (2) years or more shall not be used. Upon written request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be removed to the extent legally permissible provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
100. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.
101. Only one (1) official file shall be maintained on any single employee in any one

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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.

- 102. 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 and copies of the contents shall be provided upon written request, according to departmental procedure.
- 103. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
- 104. With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

II.K. SUBCONTRACTING

1. Prop J Contracts

- 105. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
- 106. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
- 107. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
 - 108. i. possible alternatives to contracting or subcontracting;
 - 109. ii. questions regarding current and intended levels of service;
 - 110. iii. questions regarding the Controller's certification pursuant to Charter Section 8.300-1;
 - 111. iv. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

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112. v. questions relating to the effect on individual worker productivity by providing labor saving devices;
113. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.
2. Personal Services Contracts
114. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the affected union(s) of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
115. b. If the Union and member of the PEC wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the union’s receipt of the department’s notice.
116. c. The parties may discuss 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.
117. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
118. e. The City agrees to provide affected unions with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

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3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts

119. a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the affected Union with copy to the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
120. b. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract, the employee organization must make its request to the appropriate department within two weeks after the receipt of the department's notice. The parties may discuss 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 employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
121. c. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
122. d. The City agrees to provide the San Francisco Building Trades Council with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

4. Joint Labor-Management Committee on PSCs and Construction/Maintenance Contracts

123. a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
124. (1) Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
125. (2) Explore establishing workload forecasting by city departments.

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- 126. (3) Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
- 127. (4) Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. The parties agree to set meeting agendas in advance to increase efficiency.
- 128. b. The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

II.L. PROBATIONARY PERIOD

- 129. Effective July 1, 2006, the probationary period as defined and administered by the Civil Service Commission shall be:
- 130. 2080 hours for new appointees.
- 131. 1040 hours for a promotive appointment.
- 132. 520 hours for any other appointment type (i.e. bumping, transfers).
- 133. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee’s probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.
- 134. The parties may extend the duration of the probationary period by mutual consent in writing.

II.M. BARGAINING UNIT WORK

- 135. The City agrees that it will not assign work currently performed by employees under this Agreement to City employees in other bargaining units.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

- 136. Effective July 1, 2006, all members of the bargaining units shall receive a base wage increase of 7.0% in exchange for their agreement to resume paying their own employee retirement contribution to SFERS in the amount of 7.5% of covered gross salary.
- 137. All base wage increases shall be rounded to the nearest salary grade.

III.B MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

- 139. 1. **NORMAL WORK SCHEDULES** - The normal work week for employees in covered classifications shall be forty (40) hours. The forty (40) hour work week shall consist of five (5) consecutive days encompassing eight (8) hours working time completed within not more than nine (9) hours.
- 140. Current work schedules (Monday through Friday shifts) as of the effective date of this agreement will remain in place unless a proposed change is mutually agreed to by the parties.
- 141. The purpose of this Article is to define the normal work day and week. It is not to be read as a guarantee of a particular number of hours of work or a particular schedule of work.
- 142. a. Employees shall receive no compensation when properly notified (2hr. notice) that work applicable to the classification is not available because of inclement weather conditions.
- 143. b. 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.
- 144. c. 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.

ARTICLE III – PAY, HOURS AND BENEFITS

145. d. Voluntary Reduced Work Week - Employees in any covered classification, upon the recommendation of the Appointing Officer, with the consent of the Union, and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours within a normal week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
146. e. Mandatory Furloughs
The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
147. f. Notwithstanding the provision of Article III.C.1.e. above, covered employees shall take twelve (12) unpaid furlough days in fiscal year 2010-2011 and twelve (12) unpaid furlough days in fiscal year 2011-2012 with the total amount of unpaid furlough days in fiscal year 2011-2012 based on specific economic triggers pursuant to paragraphs 155-158 using the following procedures:
148. 1. Employees may take unpaid furlough days in hourly increments, subject to a four-hour minimum.
149. 2. All unpaid furlough days must be scheduled no less than 5 working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.
150. 3. Subject to the operational needs of the department, covered employees shall take one (1) mandatory unpaid furlough day on the day before the Thanksgiving Holiday and the four (4) mandatory unpaid furlough days during the weekdays between the Christmas and New Year's Day holidays.
151. (a) The City will evaluate City departments or divisions for which Minimum Staffing Days are appropriate. Minimum Staffing Days may take the form of complete closures or minimum staffing. On or before August 1, 2010 and August 1, 2011, the City will notify the PEC which departments/divisions have been slated for Minimum Staffing Days and/or reduced staffing. If the PEC has any concerns regarding the list, it must make its concerns known to DHR within fourteen (14) calendar days. DHR agrees to discuss any concerns raised by the PEC via this process. If the PEC finds DHR's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute. The Minimum Staffing Days

ARTICLE III – PAY, HOURS AND BENEFITS

currently identified and agreed to by the City and the PEC are the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend – five (5) days.

152. 4. If more than half of the remaining unpaid furlough days in each fiscal year are not scheduled on or before January 15 in each respective fiscal year, the supervisor will schedule any remaining days in consultation with the employee. All remaining furlough days not scheduled on or before May 1 in each respective fiscal year will be scheduled by the supervisor. The Employee Relations Director will be available to assist in the resolution of disputes over scheduling of furlough days. If an employee does not submit a request for furlough days (or if he/she does not cooperate in the resolution of any dispute over scheduling of furlough days), days off will be assigned to him/her by management.
153. 5. Employees may elect to use unpaid furlough days on any day(s) when departments notify employees that there are inclement weather conditions, lack of work, shortage of supplies, traffic conditions, or other unusual circumstances.
154. 6. For the purpose of determining eligibility for overtime payment, the unpaid furlough days in paragraph 146 shall be considered time worked.
155. 7. In the event the City’s FY 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-12 to be less than \$261 million, the parties agree to reduce the twelve (12) unpaid furlough days (or corresponding equivalent concessions) according to the following schedule:
156. (a) Deficit of \$150-\$261 million: to five (5) unpaid furlough days to be taken by employees in FY 2011-12.
157. (b) Deficit from \$100 up to \$150 million: to three (3) unpaid furlough days for FY 2011-12.
158. (c) Deficit less than \$100 million: to zero (0) unpaid furlough days.

III.D COMPENSATION FOR VARIOUS WORK SCHEDULES

159. NORMAL WORK SCHEDULE - Compensation fixed herein on a per diem basis are for a normal eight hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.

III.E. ADDITIONAL COMPENSATION

Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

160. 1. NIGHT DUTY - Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of 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. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and 7:00 a.m.
161. Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid \$5.00 per day above the compensation to which they are otherwise entitled.
162. 2. STAND-BY PAY - Employees who, as part of the duties of their positions are required by the Appointing Officer or designee to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service at the usual rate of pay. Notwithstanding the general provisions of this section, standby pay shall not be allowed for positions with duties which are primarily administrative in nature. Standby assignments at Millbrae location will be done on a rotational basis but only one person will be on standby.
163. No employee shall be compensated for standby service unless the Appointing Officer, with the approval of the Board or Commission, where applicable, shall have filed with the Department of Human Resources a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.
164. The provisions of this article authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act. Provided,

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however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below, employees in the classification categories referenced in this sub-section shall be eligible for standby compensation.

165. 3. CALL BACK - Employees called back to their work locations, except those at remote locations where City supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.
166. 4. CONTAINER CRANES - Port employees of the Maintenance Department who are assigned to work full-time in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen (15%) percent above the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.
167. 5. LEAD WORKER PAY - Employees in non-supervisory classes designated by their supervisor or foreperson as a lead worker shall be entitled to a \$10.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two employees in the same class are assigned.
168. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay
169. 6. HOURS BETWEEN SHIFTS - Employees working in classifications represented by Plumbers Union, Local 38, shall be permitted fifteen and one-half (15-½) hours off between the end of his or her regular shift and the beginning of his or her next shift. All hours worked within the hours off designated in this section shall be compensated at the overtime rate of time and one-half (1-½).
170. 7. HEIGHT WORK PAY - Height Work is described as work performed two floors or fourteen feet (whichever is less) above ground or water.
171. All employees covered by this Agreement who are required to perform Height Work from a Bos'n Chair, or boom or similar equipment as determined by the Appointing Officer shall be compensated at the rate of \$1.00 per hour above the base rate of pay for the hours actually spent doing height work in the Bos'n Chair, or boom or similar equipment as determined by the Appointing Officer.
172. 8. BILINGUAL PAY - Employees who are assigned by their Department to a "Designated Bilingual Position" approved by the Department of Human Resources shall be granted an additional compensation of \$40.00 bi-weekly. A "Designated Bilingual Position" is one designated by the Department which requires translating

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to and from a foreign language including sign language as used by the hearing impaired, for a minimum of ten (10) hours bi-weekly.

173. 9. UNDERWATER DIVING PAY - Employees shall be paid \$12.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.
174. 10. WASTE WATER TREATMENT FACILITY - Employees in the following classes who are regularly assigned to a Waste Water Treatment Facility shall receive \$3.00 per day:
- 7347 Plumber
 - 7348 Steamfitter
 - 7312 Plumber Supervisor
 - 7349 Steamfitter Assistant Supervisor
 - 7360 Pipe Welder
175. 11. SEWER SERVICE CAMERA OPERATOR PREMIUM – Any Sewer Service Worker (7449) required to attend training and become certified to operate a camera as a t.v. technician shall receive a three percent (3%) premium. These premiums will be paid only when the certifications are current.
176. 12. EPOXY PREMIUM - An epoxy premium of \$.75 per hour will be authorized for those hours actually spent in the application of epoxy, primer and/or glue.
177. 13. CORRECTIONAL FACILITY PREMIUM - A premium of \$1.50 per hour shall be paid to all employees in covered classifications when working in a secured and restricted area of the correctional facilities listed below.
178. This premium shall not be added to the employee’s base rate of pay for the purpose of calculating overtime.
179. Those facilities where this premium shall apply are listed below:
- 1) County Jail #3 in San Bruno
 - 2) Youth Guidance Center (a) 375 Woodside, San Francisco (b) Log Cabin Ranch in La Honda
 - 3) Hall of Justice in San Francisco
 - 4) County Jail #8
 - 5) Treasure Island Jail
 - 6) San Francisco General Hospital

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14. SKILLED NURSING FACILITY “PASS TROUGH”

180. In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide “pass through” compensation for health care employees who are assigned to skilled nursing facilities (“SNF”) for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the state law requires an “August 1, 2000 to July 31, 2001” window period for determining compliance with the “pass through;” and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:
181. The parties agree to provide for a premium to be paid to eligible employees employed at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.
182. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible “pass through” compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on-going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than, 8/1/00, and terminate July 31 of each fiscal year for which funds are available.
183. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.
184. This premium shall continue only to the extent and for the time period provided by State Legislation and this MOU.
185. 15. TRAVEL EXPENSE - Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport, Sharp Park shall be reimbursed for travel expenses to and from these locations in the amount of \$2.30 per day. Employees who reside within the City and County of San Francisco and are assigned to work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of \$2.00 per day. Employees who reside within the City and County of San Francisco and are assigned work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of \$7.00 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal

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residence is at a particular address in the City and County of San Francisco.

16. TRAVEL FOR TEMPORARY ASSIGNMENTS

186. If a department temporarily assigns an employee(s) to work at another location, the City shall provide the employee(s) transportation in City-owned vehicles(s) for travel with no loss of pay, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco. In these circumstances, the employee will first report to his/her regularly-assigned work location and then travel to the temporary work location.

187. The provision in 186 above shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.

188. 17. AUTOMOBILE ALLOWANCE - Any employee in an "Inspector" classification covered by this Agreement who is required to drive his/her own automobile on City business shall receive an automobile allowance of \$100.00 per month when such vehicle is used six (6) or more working days per calendar month.

189. 18. ACTING ASSIGNMENT PAY An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay after the tenth (10) consecutive workday; after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

190. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum rate 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 the acting assignment pay.

191. 19. SUPERVISORY DIFFERENTIAL ADJUSTMENT - The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

192. 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.

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

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- 194. c. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
- 195. d. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.
- 196. e. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.
- 197. If the application of this Section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this Agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions herein are also met.
- 198. f. 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.
- 199. g. 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.
- 200. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).
- 201. i. It is the responsibility of the Appointing Officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
- 202. j. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content of subordinate work and

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possesses education and/or experience appropriate to the technical assignment.

- 203. 20. **DISTRIBUTION OPERATORS CERTIFICATE**
Employees who are in positions which require possession and maintenance of a Distribution Operators Certificate, will receive a 5% premium. This premium will be paid only when the certifications are current.
- 204. 21. **BACKFLOW, BOILER AND CFC CERTIFICATIONS** – Employees who are in positions which require possession and maintenance of Backflow, Boiler, or CFC Certifications, will receive a 3% premium. These premiums will be paid only when the certifications are current.
- 205. 22. **PLUMBING INSPECTORS CERTIFICATION PREMIUMS**
Any represented inspectors in classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector who hold certifications in the following IAPMO or equivalent categories shall be granted additional premium pay as follows above the base rate per hour for each such certification. The combined total of these premiums shall not exceed 5%. These premiums will be paid only when the certifications are current.

Certified Plumbing Inspector	3%
Wet Side Piping Inspector	3%
Plans Examiner	2%
Mechanical Inspector	2%

III.F OVERTIME COMPENSATION

- 206. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
- 207. The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment. For the purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick

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leave was used. However, the five day look back requirement shall not apply to mandatory emergency overtime assignments.

208. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
209. No appointing officer shall require an employee not designated by a "Z" symbol 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 this agreement.
210. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
211. 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.
212. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.
213. Overtime shall be distributed on an equitable basis (e.g. rotation wheel, sign up, etc.).

III.G. HOLIDAYS AND HOLIDAY PAY

214. A holiday is calculated based on an eight hour day. The following days are designated as holidays:
- January 1 (New Year's Day)
 - the third Monday in January (Martin Luther King, Jr.'s birthday)
 - the third Monday in February (Presidents' 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)

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November 11 (Veterans' Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

215. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
216. The City shall accommodate religious belief or observance of employees as required by law.
217. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
218. 1. **FLOATING HOLIDAYS**
Five (5) days off in each fiscal year may be taken on days selected by the employee subject to the approval of the Appointing Officer subject to prior scheduling approval of the Appointing Officer. Employees (both full time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. No compensation of any kind shall be earned or granted for floating days off not taken.
219. 2. **HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE** - Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken.
220. 3. **HOLIDAYS THAT FALL ON A SATURDAY** - For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

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221. 4. **HOLIDAY COMPENSATION FOR TIME WORKED** - Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
222. 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.
223. 5. **HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY** - Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
224. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.
225. 6. **HOLIDAY PAY FOR EMPLOYEES LAID OFF** - An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

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226. 7. **EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION** Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.
227. 8. **PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS** - Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
228. 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.
229. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

III.H. TIME OFF FOR VOTING

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

III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS

231. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
232. 2. Subject to the Controller's certification of available funds and procedures to be established by the Department of Human Resources, appointments may be made by an Appointing Officer at any step in the salary grade under the following conditions:
233. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

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- 234. b. Loss of compensation would result if appointee accepts position at the normal step.
- 235. 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.
- 236. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer’s opinions warrants appointments above the entrance rate.
- 237. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.
- 238. 3. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS** - An employee following completion of the probationary period or six 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:
 - 239. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
 - 240. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly salary grade and shall not be above the maximum of the salary range of the promotive class.
- 241. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary grade of the employee's class shall be deemed promotive.
- 242. c. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to the Apprenticeship Program section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

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243. 5. REAPPOINTMENT WITHIN SIX MONTHS - A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.
244. 6. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT
- a. Transfer - An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
245. b. Reemployment in Same Class Following Layoff - An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is reemployed in the same class after such layoff shall be paid the salary step attained prior to layoff.
246. c. Reemployment in an Intermediate Class - An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
247. d. Reemployment in a Formerly Held Class - An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this Agreement.

III.J. METHODS OF CALCULATION

248. BI-WEEKLY - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

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249. PER DIEM OR HOURLY - An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.K. SENIORITY INCREMENTS

250. 1. ENTRY AT THE FIRST STEP - Full-time employees entering at the first step may advance to the second step upon completion of six months of continuous service and to each successive step upon completion of the one year of continuous service. Part-time regularly scheduled employees may advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.

251. 2. ENTRY AT OTHER THAN THE FIRST STEP - Employees who enter a classification at a rate of pay at other than the first step may advance one step upon completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive step.

252. Apprenticeable classes and related supervisory classes shall continue to be appointed at step 5.

253. 3. DATE INCREMENT DUE - Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided herein.

4. EXCEPTIONS

254. 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 may 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.

255. b. When records of service required for advancement in the step increments within a salary grade are established and maintained by electronic data processing, then the following shall apply:

256. (1) An employee shall be compensated at the beginning step of the salary grade plan, unless otherwise specifically provided for herein. Employees shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total

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scheduled hours equivalent to one year or six months, whichever is applicable.

257. (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.
258. (3) Advancement through the increment steps of the salary grade may accrue and become due and payable on the next day following completion of required service, provided that the above procedure for advancement to the salary grade increment steps is modified as follows:
259. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
260. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
261. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.
262. c. Satisfactory Performance. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.
263. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.

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264. If an employee’s step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee’s anniversary date shall be unaffected by this provision.
265. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
266. Withholding of step advancement shall not affect an employee’s wage increases as provided for in Article III.A. Wages.

III.L. SICK LEAVE WITH PAY LIMITATION

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

III.M. WORKERS COMPENSATION

268. 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.
269. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

III.N STATE DISABILITY INSURANCE (SDI)

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

III.O. VACATION

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

III.P. HEALTH AND WELFARE

272. 1. EMPLOYEE HEALTH CARE - The City shall provide employee only health care as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.
273. 2. DEPENDENT HEALTH CARE BENEFITS - Amount of Employee Contribution to be paid by the City.
274. The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium charged to the employee plus two or more dependents category.
275. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND - The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1
276. 3. DENTAL COVERAGE - Each employee covered by this Agreement shall be eligible to participate in the City's dental program.
277. The aforesaid payments shall not be considered as part of an employee’s salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
278. Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
279. 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.
280. 5. MEDICALLY SINGLE EMPLOYEES - For “medically single” employees, i.e., benefited employees not receiving the contribution paid by the City for dependent

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health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.

III.Q. RETIREMENT PICK-UP

281. Effective July 1, 2006, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.
282. Any City pick-up of an employee's contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
283. **PRE-RETIREMENT PLANNING SEMINAR**
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.
284. 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.
285. All such seminars must be located within the Bay Area.
286. This section shall not be subject to the grievance procedure.

III.R. LEAVES OF ABSENCE

287. Pursuant to Charter Section A8.409-3, leaves of absences shall be governed by Civil Service Commission leaves of absence rule except where modified by this Agreement. Only those matters subject to negotiation and arbitration pursuant to Charter Section A8.409 et seq. shall be subject to grievance or arbitration pursuant to this Agreement.

III.S. VOLUNTEER/PARENTAL RELEASE TIME

288. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
289. In addition, an employee who is a parent or who has child rearing responsibilities

ARTICLE III – PAY, HOURS AND BENEFITS

(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. LONG TERM DISABILITY

290. The City, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after one hundred and eight (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD may be eligible to participate in the City's Catastrophic Illness Program to the extent allowed for in the ordinance governing such program.

III.U. RETIREMENT RESTORATION PAYMENT

291. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the unpaid furloughs described in Section III.C., the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid furloughs described in Section III.C. of this Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period).

III.V. ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE

292. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

293. Departments shall provide the safety equipment mutually agreed as necessary between the Union and the appropriate department in compliance with Cal-OSHA requirements.

IV.B. PROTECTIVE OVERALLS/WORK PANTS

294. The City agrees to provide annually five (5) pairs of overalls (or work pants) for employees in classifications covered herein when, in the judgment of the appointing officer, such employees are assigned to duties requiring protective clothing. Where specified herein, the employee may choose to receive overalls/coveralls or work pants. The cost of overalls and laundry of the same shall be paid by the City. An Appointing Officer and the Union may mutually agree to substitute one additional pair of overalls in lieu of providing laundry services.

295. The City agrees to provide foul weather gear consisting of hat, coat, pants and boots when required to perform their normal work duties in the rain.

296. The City agrees to provide five (5) pairs of protective coveralls (or work pants) for the following classifications:

Plumber Inspector
Senior Plumbing Inspector

297. The cost of protective coveralls (or work pants) and laundry of the same shall be paid by the City. As an alternative, at an employee's request a department may pay each employee a clothing allowance of equal value as agreed upon between the Union and the Department.

IV.C. SAFETY

298. The City agrees to maintain safety standards as required by the pertinent provisions of Cal-OSHA. Allegations of violations are subject to Cal-OSHA law and procedure.

299. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of Cal-OSHA.

300. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer,

ARTICLE IV. – WORKING CONDITIONS

and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.

301. If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee assignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
302. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within seven (7) calendar days of the safety officer's determination.
303. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve (12) months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
304. After receipt of the appeal, the Appointing Officer will contact the Union within three (3) working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
305. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
306. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

IV.D. SUBSTANCE ABUSE TESTING PROGRAM

307. The City and Union agree to continue to meet and confer in good faith to establish a mutually agreed upon substance-abuse testing program, to be implemented during the term of the agreement, for safety-sensitive employees in positions that are not currently covered by the federal Department of Transportation testing regulations.

ARTICLE IV. – WORKING CONDITIONS

IV.E. ADDITIONAL WORKING CONDITIONS

308. 1. No-cost Parking - The City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property, where available; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.
309. 2. Security of Employees Effects and Tools - Lockers will be available for covered employees as provided by their department.
310. 3. Power and Hand Tools – Covered employees will be provided with the tools to perform their duties.
311. 4. Work shoes (work boots) – Covered employees will be provided with safety shoes (work boots) in compliance with Cal-OSHA regulations to be provided on an annual basis.
312. 5. Prescription safety glasses/face shields/goggles - Covered employees will be provided with prescription safety glasses, face shields and/or goggles in compliance with Cal-OSHA regulations.
313. 6. Safety Meetings and Training - Safety meetings shall be held in compliance with Cal-OSHA regulations.
314. 7. Safety Equipment and Change of Work Clothing - Covered employees will be provided with safety equipment and changes of work clothing in compliance with Cal-OSHA regulations- to be provided on an annual basis.
315. 8. Rain Gear and Boots - Covered employees will be provided with foul weather gear, rain clothes and boots when required to work in the rain or other unreasonably wet conditions and jackets when required to work in cold conditions.
316. 9. Hearing protection - Covered employees will be provided with hearing protection devices in compliance with Cal-OSHA regulations.
317. 10. Cleanup time (1/2 hour) – Covered employees will be provided with appropriate clean-up time (no more than 30 minutes per day) at the end of their daily assigned shift.
318. 11. Vehicles – Covered employees may take City vehicles home when assigned by their supervisor.
319. 12. Camp Mather - Covered employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.
320. 13. Breaks/Meal Time - Covered employees will be provided with two (2) break periods during their regular shift of fifteen (15) minutes, one approximately two (2) hours after the

ARTICLE IV. – WORKING CONDITIONS

start of the shift and the other approximately two (2) hours before the end of the shift. Covered employees will be provided with an unpaid meal break of not less than thirty (30) minutes approximately mid shift.

- 321. 14. Top Person When Working in a Boat - The City acknowledges for health and safety reasons, that when a bargaining unit employee is assigned to work in a boat, there shall be another bargaining unit employee assigned to be in radio contact with the crew and foreperson.
- 322. 15. Current overtime rotations systems/overtime wheels will continue in effect for the term of the agreement.

ARTICLE V – TUITION REIMBURSEMENT

V.A. TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

323. TUITION REIMBURSEMENT - The City will allocate \$5,000 per fiscal year for covered employees for the Tuition Reimbursement Program. Employees may be reimbursed up to a maximum of \$500.00 per fiscal year for classes and/or training which will enhance an employee's work skills. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.
324. The City will continue to reimburse employees for the cost of required training, training materials, and or required re-certifications.
325. PROFESSIONAL DEVELOPMENT – The City shall issue a one-time, lump sum payment of five hundred dollars (\$500) to each represented employee for employee professional development. Payment shall be made in July 2006.

ARTICLE VI - SCOPE

326. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2006.

VI.A. SAVINGS CLAUSE

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

VI.B. ZIPPER CLAUSE

329. 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, except as provided under the reopener provision.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

330. 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.

VI.C. DURATION OF AGREEMENT

331. This Agreement shall be effective July 1, 2010 and shall remain in full force and effect through June 30, 2012, with no reopeners except as specifically provided herein.
332. It is understood and agreed that no new economic benefits for FY 2010-11 shall become effective prior to December 31, 2010; provided as follows:
- (a) in the event the City negotiates to improve an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, inclusive, for any

ARTICLE VI. – SCOPE

other miscellaneous City and County officers or employees, that economic benefit will be extended to the Union's represented employees in a manner consistent with the overall economic agreement between the City and the union with which it previously agreed;

- (b) in the event that an arbitration panel acting under the authority of Charter section A8.409-4 awards another union representing miscellaneous employees an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, the City shall allow the Union to reopen its MOU solely for the purpose of proposing that its represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any, shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409. By entering into this agreement, the City is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.
- (c) that economic benefits negotiated for or awarded to non-A8.409 employees, so-called "miscellaneous safety" or employees whose retirement is with the California Public Employees' Retirement System are exempt from this section and do not trigger subsections (a) and (b), above; and
- (d) that any economic benefits negotiated or awarded that become effective on or prior to June 30, 2009 are exempt from this section and do not trigger subsections (a) and (b), above.

