



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 200**

JULY 1, 2010 – JUNE 30, 2012

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PREAMBLE

1. This Collective Bargaining Agreement (herein referred to as "CBA"), has been developed jointly by the Employee Relations Division, Department of Human Resources under the authority of the Office of the Mayor, the San Francisco Board of Supervisors (hereinafter referred to as "BOARD"), and the Transport Workers Union of America, AFL-CIO, Local #200 (hereinafter referred to as "LOCAL 200").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The City acknowledges that LOCAL 200 has been certified as the recognized employee representative pursuant to the provisions of the Employee Relations Ordinance for the following classifications and bargaining units:

1773 Media Training Specialist
9155 Claims Investigator
9156 Senior Claims Investigator
9157 Claims Adjuster
8126 Senior Investigator, Office of Citizen Complaints

3. The terms and provisions of this CBA shall be automatically applicable to any classification which is accredited to an existing unit covered by this CBA during its term. This Agreement shall not automatically extend to new bargaining units for which LOCAL 200 has gained representation or established a representative status through affiliations or service agreements. Said employees covered by the terms and provisions of this CBA are hereinafter referred to as "EMPLOYEE(S)," singular or plural as the context so indicates.

I.B. INTENT

4. The Mayor in consultation with the Board of Supervisors, and LOCAL 200 have negotiated this agreement in accordance with Section A8.409, et seq. of the San Francisco City Charter.
5. It is the intent of the parties signatory hereto that the provisions of this CBA, upon ratification by the members of LOCAL 200, shall bind LOCAL 200 and its members.
6. It is the intent of the parties signatory hereto that the provisions of the CBA, upon ratification by the BOARD as to those matters within the BOARD's legal authority, shall bind the agencies of the City and County of San Francisco (hereinafter referred to as "CITY"), including any CITY department ("Department") employing individuals covered by this Agreement.
7. The terms and conditions of employment for EMPLOYEES covered by this CBA shall be governed by the terms and conditions established by CITY Charter provisions, ordinances of the BOARD, relevant rules of the CSC and by the terms and conditions of employment set forth in this CBA.

8. In the event provisions of this CBA are in conflict with the foregoing authorities, provisions of this CBA shall prevail to the fullest extent legally possible. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, said ordinance, resolution, rule or regulation shall be deemed to remain in full effect. If specific provisions of the CBA provides greater rights than the law, those provisions of the CBA will prevail.
9. **Duty to Meet & Confer.** Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the CITY agrees to meet & confer, as required by law with LOCAL 200 in advance regarding any proposed changes in working conditions within the scope of representation including but not limited to the bargainable impacts on EMPLOYEES of: changes in management structure, the process for the fair and equitable selection of training candidates, the scheduling of operations, reorganization plans, staffing, the prioritization of work assignments in the face of cutbacks in staffing, changes in overtime recording procedures. The CITY shall attempt to provide any proposed changes to LOCAL 200 in writing within fifteen (15) days before said changes are to go into effect (emergencies excepted). Within five (5) days of the receipt of the notice of proposed changes, LOCAL 200 may request, in writing, a meeting and/or present the Department with any comments and suggestions it may have in writing concerning the proposed changes. The Department shall reply, in writing, within ten (10) days by scheduling a meeting, if so requested by LOCAL 200, and by responding to LOCAL 200's written comments.
10. As provided within the Charter, any matter not resolved by the parties through meet & confer during the term of this Agreement may not be submitted to arbitration. However, if the parties are unable to resolve any differences on the aforementioned issues, either party may request that the matter be considered by the Joint Labor Management Board.
11. The Employee Relations Division will be advised of and coordinate, if necessary, all meet & confer and be available to assist so that all provisions in the CBA will be followed.

I.C. NO STRIKE PROVISION

12. The Union and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, or absenteeism. The Union and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other union or person.

I.D. OBJECTIVE OF THE CITY

13. The most efficient, effective and courteous delivery of CITY services is of paramount importance to the CITY and its EMPLOYEES, and is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.

I.E. MANAGEMENT RIGHTS

14. Except as otherwise provided in this Agreement, in accordance with applicable state laws, nothing herein shall be construed to restrict any legal CITY rights concerning direction of its

work force, or consideration of the merits, necessity, or organization of any service or activity provided by the CITY.

15. The CITY shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the CITY's organization and operations. The CITY may also relieve EMPLOYEES from duty due to lack of work or funds, and may determine the methods, means and personnel by which the CITY's operations are to be conducted.
16. It is understood and agreed that except as specifically set forth in this agreement the CITY retains all of its powers and authority to manage municipal services and the work for performing those services.
17. The exercise of these rights shall not be subject to the grievance procedure. However, the exercise of such rights does not preclude EMPLOYEES from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.F. STEWARDS

18. LOCAL 200 may select one steward and/or alternate steward in each department or facility in which EMPLOYEES covered by this CBA are working. A steward shall only deal with grievances within or related to the steward's department, bureau or facility.
19. LOCAL 200 shall furnish the CITY with an accurate list of shop stewards. LOCAL 200 may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by Local 200, none will be recognized.
20. LOCAL 200 and the CITY recognize that it is the responsibility of the shop steward to assist in the resolution of grievance or disputes at the lowest possible level.
21. While handling grievances, discipline, or meeting with the CITY representatives concerning matters affecting the working conditions and status of EMPLOYEES covered by this CBA, one shop steward shall be allowed time off during normal working hours to perform such duties without loss of pay; provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. No steward shall leave the duty or work station or assignment without specific approval of the EMPLOYEE's department head or other authorized manager. Such release time for the shop steward shall not be unreasonably denied.
22. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a 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, unless the parties agree to an alternative time.
23. In handling grievances or disciplinary matters, the shop steward shall have the right to:
 1. Consult with the affected EMPLOYEE regarding the presentation of a grievance after the EMPLOYEE has requested the assistance or presence of the shop steward.

25. 2. Present to a supervisor a grievance, which has been requested by an EMPLOYEE or group of EMPLOYEES, for resolution or adjustment.
26. 3. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.
27. 4. Attend meetings with supervisors or other City representatives when such meetings are necessary to adjust grievances or represent EMPLOYEES in disciplinary matters. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the EMPLOYEES are employed. Release time for the shop steward shall not be unreasonably denied.
28. In emergency situations, where immediate disciplinary action may be taken because of violation of law or a CITY or departmental rule (theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist the EMPLOYEE.
29. Shop stewards shall not interfere with the work of any employee.
30. Stewards shall receive timely notice of departmental orientation sessions, and shall be permitted to make appearances at departmental orientation sessions, in order to distribute LOCAL 200 materials and to discuss EMPLOYEE rights and obligations under this CBA. LOCAL 200 and the Department may agree to other arrangements for contact between stewards and new EMPLOYEES.
31. EMPLOYEE Representatives. Pursuant to the Meyers-Milias-Brown Act and Employee Relations Ordinance, a reasonable number of stewards or other designated EMPLOYEES may attend during working hours with no loss of pay, meetings scheduled with representatives of the Appointing Officer for the purpose of negotiations and meeting and conferring on terms and conditions of employment, and may participate in the discussions, deliberations and decisions at such meeting.

I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

32. 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.
33. 1. Definition. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this agreement, including discipline and discharge of EMPLOYEES.
34. CSC Rule “Carve-outs” are not subject to the grievance procedure nor may be submitted to arbitration.
35. 2. Time Limits. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed in a timely

manner it shall be deemed withdrawn. Failure of the CITY to timely reply shall authorize LOCAL 200 to appeal the grievance to the next step in the Grievance Procedure. For purposes of this section, a "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

36. 3. Economic Claims. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance. Though the resolution of disputes outside the Grievance Procedure is desired, it is understood by Local 200 that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the Grievance Procedure appear probable, request an abeyance of the Grievance Procedure time limits, as set forth in section 2, above. The CITY will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.
4. Grievance Initiation.
37. a. A grievance affecting more than one EMPLOYEE shall be filed with the management official having authority over all EMPLOYEES affected by the grievance. Grievances must be filed in writing on a Union Grievance Form. The grievance will set forth the facts of the grievance, the terms and conditions of the Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
38. b. Only LOCAL 200 shall have the right on behalf of a disciplined or discharged EMPLOYEE to appeal the discipline or discharge action.
39. 5. Steps of the Procedure. An EMPLOYEE shall discuss the grievance informally with his/her immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than five (5) 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 LOCAL 200 representative present.
40. a. Step 1 (Intermediate/departmental level). 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 departmental (intermediate) supervisor no later than twenty (20) working days after the facts or event giving rise to the grievance. Claims alleging sexual harassment may be filed within four (4) months. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

41. The intermediate/departmental supervisor shall respond in writing within five (5) working days following receipt of the written grievance.
42. b. Step 2 (Appointing Officer level). A grievant dissatisfied with the supervisor's response at Step 1 may appeal to the Appointing Officer, or its designee, in writing, within five (5) working days of receipt of the Step 1 answer. The Appointing Officer, or its designee, may convene a meeting within ten (10) working days with the grievant and the LOCAL 200 representative. The Appointing Officer, or its designee, shall respond in writing within ten (10) working days of the meeting or receipt of the grievance, whichever is later.
43. c. Step 3 (Employee Relations Division level). A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Director, Employee Relations, or its designee (“ERD”), in writing, specifying the reason(s) why LOCAL 200 is dissatisfied with the Department’s response, within ten (10) working days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. ERD may convene a grievance meeting ten (10) working days with the grievant, and/or LOCAL 200.
44. 1). Disciplinary Grievances. ERD shall have ten (10) working days after the receipt of the written grievance or if a meeting is held, ten (10) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
45. 2). Contract Grievances. ERD shall have twenty (20) working days after the receipt of the written grievance, or if a meeting is held, twenty (20) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
46. 6. Arbitration (Step 4). If LOCAL 200 is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within twenty (20) working days of its receipt of the Step 3 response that arbitration is being invoked.
47. 7. Expedited Arbitration. Suspensions of fifteen (15) working days or less shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.
48. a. Scheduling. ERD will reserve at least one day each month for grievances to be heard at Expedited Arbitration. Grievances will be scheduled for Expedited Arbitration on a first-come-first-served basis, with ERD having the authority to reschedule grievances or add additional Expedited Arbitration dates, as it deems necessary. Under no instance shall either Local 200 or the CITY (and its Departments) have less than seven (7) working days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually

agreed by the parties in writing. ERD will provide Local 200 with the schedule of Expedited Arbitration dates upon request.

49. b. Selection of the Arbitrator for Expedited Arbitration. The parties will first attempt to mutually agree on an arbitrator within seven (7) working days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) working days, either party may request a list of seven (7) appropriately experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). As a condition of appointment to the CSMCS panel, each of the panelists must certify that (s)he will be available to hear the Expedited Arbitration in not greater than thirty (30) working days from her/his selection.

50. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) working days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken, until a panelist is selected who can preside over the Expedited Arbitration within thirty (30) working days. Whether Local 200 or CITY strikes the first name in the alternating process shall be determined by lot.

51. c. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same EMPLOYEE.

52. d. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. 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 the parties agree otherwise.

8. Arbitration Procedure (not Expedited Arbitration).

53. a. Selection of an Arbitrator. On an annual basis, the parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within (20) working days following the effective date of this Agreement, either party may obtain a panel through the appointment process of

the AAA. Any name provided by the AAA may be removed from the panel by mutual consent of the parties. The AAA will appoint a replacement for any name removed, unless the parties mutually agree on a replacement panelist.

54. 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 seven (7) working days, the arbitrator shall be selected from the permanent panel in accordance with the following procedure:
55. 1). Panelists shall be listed in alphabetical order. The case shall be assigned to the next panelist in order, provided however that each party shall be entitled to one strike.
56. 2). The panelist next in order following any strike options exercised by the parties shall be designated to hear the case.
57. 3). In the event that either party strikes a panelist's name from the list in accordance with this section, the struck panelist's name shall be placed at the bottom of the list. Once struck, the same party may not strike that panelist's name again until that panelist has been selected to preside over arbitration.
58. b. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding, unless challenged under applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
59. c. Costs of Arbitration. The direct expenses of the arbitration including the fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an arbitration 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 the parties agree otherwise, which shall not be unreasonably withheld.
60. d. Hearing Dates and Date of Award. Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty (30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due, in writing, within thirty (30) working days following the receipt of closing arguments. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

61. 9. The Discipline Process. The CITY shall have the right to discipline any non-probationary permanent EMPLOYEE, temporary civil service EMPLOYEE, or provisional EMPLOYEE upon completion of twelve (12)-months service, for just cause.
62. As used herein "discipline" shall be defined as written reprimands, written warnings, discharge, suspensions and disciplinary demotion. In lieu of an unpaid suspension, the City may, at its option, impose a temporary reduction in pay by reducing an employee's pay by five percent (5%) or to the next lower pay step. The duration of such pay reduction shall depend on the seriousness of the offense. However, the cumulative loss in pay associated with any single implementation of this provision shall not exceed the value of a 30-day unpaid suspension.
63. EMPLOYEES who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of Article II.A. In such an appeal the EMPLOYEE shall bear the burden of proof with respect to the claimed violation.
64. No interview of an EMPLOYEE that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the EMPLOYEE is first advised of his/her right to representation. If requested by the EMPLOYEE, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the EMPLOYEE does not secure representation within such period, the right is waived.
65. Written reprimands, written warnings, suspensions, disciplinary demotions and discharges of non-probationary permanent EMPLOYEES, temporary civil service EMPLOYEES, or provisional EMPLOYEES with twelve (12)-months service, shall be subject to the following procedure:
66. a. The basis of any proposed discipline shall be communicated in writing to the EMPLOYEE and to LOCAL 200 no later than fifteen (15) working days after management has attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
67. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a CITY or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the EMPLOYEE and LOCAL 200 with the written charges and the materials upon which the charges are based.
68. c. The EMPLOYEE and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting ("Skelly hearing"), or in writing, to the management official designated by the CITY to consider the reply. Should the EMPLOYEE and her/his representative elect to respond orally at a Skelly hearing, the Department will notify the parties, in writing, at least three (3) working days in advance of the meeting, unless mutually agreed otherwise by the parties. LOCAL 200 shall have the right to be present at the Skelly hearing. The EMPLOYEE and her/his representative

may present any relevant oral/written testimony and other supporting documentation as part of her/his response.

69. Individuals who may have direct knowledge of the circumstances relating to the discipline may be present at the request of either party at the hearing. In the case of CITY employees giving relevant oral testimony, they shall be compensated at an appropriate rate of pay for time spent.
70. d. 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.
71. e. Progressive Discipline: For most offenses, management is expected to use a system or progressive discipline under which the EMPLOYEE is given increasingly more severe discipline each time an offense is committed. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

10. Termination Grievance

72. a. For terminations, grievances are to be initiated at Step 3 with the Employee Relations Director or his/her designee.
73. b. The parties will use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal from ERD's decision. The parties will agree in advance on a standing arbitrator or panel of arbitrators to hear termination grievances.

I.H. UNION SECURITY

1. Authorization for Deductions

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

2. Dues Deductions

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

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

3. Fair Share Agreement

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

4. Implementation

77. An agency shop shall be implemented within represented units or subunits when: the Union requests, in writing, an agency shop should be implemented for all current and newly hired employees on a date to be agreed to by the Union and the Employee Relations Division. The Union will comply with the provisions of paragraph 6, below, prior to implementation.

5. Service Fee

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

6. Financial Reporting

79. Annually, and in accordance with its legal obligations, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial

decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

7. Religious Exemption

80. Any represented employee of the City in a job code covered by this Agreement, 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 membership and historical objection, be relieved of any obligation to pay the required service fee. Local 200 shall be informed in writing of any such requests.

8. Payroll Deduction

81. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after compliance with Section I.H.4., above, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each EMPLOYEE described in Section I.A hereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over to the Union all sums withheld for membership or service fees.

I.I. GENERAL INFORMATION

82. As provided under Article III.D.4., the Department shall maintain all records of overtime worked by EMPLOYEE(s) in their respective divisions/departments. Copies of said records shall be made available to the representative of LOCAL 200 upon request.

83. Notice of Occurrence of Industrial Accidents. Timely notice of the occurrence of an injury to any EMPLOYEE sustained in the course of his or her employment shall be given to LOCAL 200. Information supplied may include the date of the accident or injury, corrective action taken, current status of EMPLOYEE, and the work location of the accident or injury. When an EMPLOYEE is hospitalized, LOCAL 200 will be notified by telephone.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

84. The CITY and LOCAL 200 agree that this Agreement shall be administered in a nondiscriminatory manner. Specifically, no person covered by this Agreement shall be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or LOCAL 200 membership or activity. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866, Meyers-Milias-Brown Act and any other laws and regulation relating to employment discrimination.
85. A complaint of discrimination may, at the employee's option, be processed through the City's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration procedure.

II.B. AMERICANS WITH DISABILITIES ACT

86. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes and further agree that this agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The CITY reserves the right to take any action necessary to comply therewith.

II.C. PERSONNEL FILES AND OTHER PERSONNEL MATTERS

87. There shall be maintained only one official personnel file for an EMPLOYEE, and the EMPLOYEE shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for EMPLOYEES covered by this CBA shall be maintained at the Personnel Office.
88. No material may be entered into the official personnel file without knowledge of the EMPLOYEE and a copy being given to him/her. An EMPLOYEE will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty (30) days of his/her having knowledge of the entry. Discipline involving less than a suspension may not be considered for subsequent disciplinary actions after twelve (12) months. Discipline involving a suspension of five (5)-days or less may not be considered for subsequent disciplinary actions after eighteen (18) months. Discipline involving a suspension of greater than five (5)-days may not be considered for subsequent disciplinary actions after thirty-six (36) months. Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after sixty (60) months. Subject to the approval of the Civil Service Commission, the EMPLOYEE may request, in writing, that any disciplinary documents that may no longer be considered, as described

above, be removed from his/her personnel file. In addition, this provision shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs or alcohol at work or being under the influence of illicit drugs or alcohol at work; mistreating other persons; (including retaliation, harassment or discrimination of other persons based on a protected class); engaging in acts that would constitute a crime; engaging in acts that present an immediate danger to the public health and safety; or dishonesty, provided that such acts are reasonably related to the employees' employment.

89. Standards of Performance. LOCAL 200 recognizes the CITY's right to establish and/or revise 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.
90. EMPLOYEE(s) who work at less than acceptable levels of performance may be subject to disciplinary measures.
91. Consistent with the Meyers-Milias-Brown Act and Article I.B., herein, the CITY agrees to meet & confer with LOCAL 200 to discuss the effect of an implementation of revised performance levels, norms or standards. However, EMPLOYEE performance evaluations may not be grieved or submitted to arbitration.

II.D. PERSONAL SERVICES CONTRACT

92. Personal Services Contracts. No personal service contracts shall be approved by the CITY for work which normally is, or which can be, performed by EMPLOYEES or eligibles for Civil Service classifications covered by this CBA without first meeting and conferring with LOCAL 200, consistent with Article I.B. herein, and subject to approval of the Civil Service Commission.
94. 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 Union 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.
95. 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. 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 affected 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.
96. 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 or commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 95.
97. The City agrees to provide the Union 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.
98. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.
1. Joint Labor Management Committee on PSCs
99. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
- a. 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.
 - b. Explore establishing workload forecasting by city departments.
 - c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
 - d. 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. Parties agree to set meeting agendas in advance to increase efficiency.
100. 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.E. EDUCATION AND CAREER DEVELOPMENT

101. Equal Access to Training Opportunities. Other than training required by management, access to training opportunities shall be provided equitably to all EMPLOYEES who indicate their willingness to participate in such training. As provided under Article I.B., the Appointing Officer, or its designee, and LOCAL 200's representatives will meet & confer to develop the process for the fair and equitable selection of training candidates.
102. Notice of Training Opportunities. The Appointing Officer, or its designee, shall post announcements of all training opportunities affecting positions within LOCAL 200's jurisdiction in a mutually agreeable, accessible location.

103. Review of Training and Promotional Opportunities. Any EMPLOYEE(s), with the assistance of LOCAL 200, may discuss the issue of training opportunities and future potential promotion with the appropriate representative of the Department.
104. EEO Training. The Department will offer training to managers and supervisors in the area of equal employment opportunity and discrimination.

II.F. JOINT COMMITTEES

105. Both Union and management agree that effective communications and collaborative problem-solving is conducive to creating and maintaining a positive work environment. This in turn enhances employee morale, increases productivity and improves customer service. The parties agree to establish a new executive level Joint Labor Management Board (“JLMB”). The JLMB shall consist of an equal number of Union and management representatives to be determined by the parties. The purpose of the JLMB shall be to provide the parties with a forum for discussion of important non-contractual matters of mutual concern including: formulation of major management policies that affect the LOCAL 200 membership, the effects of budgetary reductions on the Department system, major restructurings of the Department, EMPLOYEE training and education, professional development and standards, general staffing issues, establishment of new civil service classifications, and health and safety issues. The JLMB will be charged with acknowledging the topics of concern as enumerated in Article IV.A., herein. The JLMB shall jointly plan and recommend programs and/or solutions to problems in these areas. The JLMB shall meet at least quarterly, or on the call of either party. Matters presented to the JLMB may not be grieved or submitted to arbitration, except as provided by law. Disciplinary grievances and matters involving the claims of individual EMPLOYEES shall not be presented to the JLMB. However, the consideration of an issue by the JLMB shall not preclude an EMPLOYEE from pursuing a grievance relating to such issue regarding any action by management that otherwise constitutes a violation of this CBA. Matters that appear on the agenda and are not resolved after two (2) consecutive meetings shall be dropped from the JLMB, unless continued by mutual agreement.

II.G. SENIORITY

106. Seniority, for the purpose of this Article, is defined as the length of continuous service determined from the day of certification to a permanent position in a classification as described in Article I.A.
107. EMPLOYEES covered by this CBA permanently promoted to another classification or receiving any non-permanent appointment may retain their seniority in their original classification in case of return to that position within one (1) year. After one year, promoted employees returning to their original classification shall return to the level of seniority reached at the time of their promotion.
108. Seniority for the purposes of vacation sign-ups shall be computed on the basis of the date of hire with the CITY and County of San Francisco. Where there is more than one EMPLOYEE with the same date of hire, the date of hire in the classification and the position on the Civil Service list shall determine the order for sign-up.

II.H. PROBATIONARY PERIOD

109. The probationary period, as defined and administered by the Civil Service Commission, shall be 2080 hours for all new employees; 1040 hours for all promotive appointments; 520 hours for all other job changes, including but not limited to transfers and bumping. The probationary period may be extended by mutual agreement, in writing, between the Union and the City.

II.I. LAYOFF LIMITATIONS

110. 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; 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); Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit); and The San Francisco Institutional Police Officers' Association.
111. 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.
112. 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-Milias-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.

113. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:
114. 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 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
115. 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
116. 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.

117. 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.
118. “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.
119. 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.J. REORGANIZATION

120. 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.
121. 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.

122. 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.
123. 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.K. MINIMUM NOTICE FOR DISPLACEMENTS

124. 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.L. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

125. 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.
126. 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 floating holidays as described in paragraphs 171 and 172, such work will be offered to holdovers in such represented classifications.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

127. All base wage increases shall be rounded to the nearest salary grade.
128. Employees shall contribute the value of twelve (12) unpaid furlough days during each fiscal year of this Agreement. The City's current payroll system requires wages to be calculated and paid in increments of one-quarter percent (.25%). Implementation of the annual four and sixty-four one hundredths percent (4.62%) wage concession associated with the value of twelve furlough days shall occur as follows:
129. Effective July 1, 2010 through close of business July 8, 2011, wages shall be temporarily reduced by 4.50%.
130. Effective July 9, 2011 and ending on June 8, 2012, wages shall be temporarily reduced by up to 5%, which represents an adjustment equivalent to the value of up to twelve (12) furlough days.
131. However, in the event the City's Fiscal Year 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in Fiscal Year 2011-12 to be less than \$261 million, employee contributions for fiscal year 2011-12 shall be reduced according to the following schedule:
- (1) Deficit of \$150-\$261 million: employees shall contribute the value of five (5) unpaid furlough days.
 - (2) Deficit from \$100 up to \$150 million: employees shall contribute the value of three (3) unpaid furlough days.
 - (3) Deficit less than \$100 million: employees shall not contribute any unpaid furlough days.
132. All base wage calculations shall be rounded to the nearest salary schedule. All wages shall be restored to their original levels, (i.e., as if the concessions as provided herein had not been made), on June 9, 2012.
133. For Fiscal Years 2010-11 and 2011-12 only, vacation and vested sick leave payments for employees who elect involuntary layoff will not reflect reductions in an employee's hourly rate that were implemented in accordance with this Section.

III.B. COMPENSATION FOR VARIOUS WORK SCHEDULES

134. 1. Normal Work Schedule. The normal work day is a tour of eight (8) hours to be completed in nine (9) hours. The normal work week is a tour of duty on each of five (5) consecutive days.
135. 2. Any EMPLOYEE(s) may choose to work a daily shift, where such a shift may be offered, consisting of not more than ten (10) hours. Said EMPLOYEE(s) must then

have a tour of duty consisting of four (4) consecutive days of work and three (3) consecutive days off. Overtime shall be paid for all work in excess of ten (10) hours daily and/or forty (40) hours weekly.

136. 3. 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 payroll period of service consisting of a normal work schedule.
137. 4. For the purpose of computing hours of work, work time will include: (1) all regularly scheduled work required by the job; (2) in addition to (1), above, all work performed at the request of the EMPLOYEE(s)' supervisor or manager; (3) time spent by designated representatives of LOCAL 200 in meetings pursuant to Employee Relations Ordinance Section 16.219; (4) time spent by a designated representative of LOCAL 200 representing EMPLOYEE(s) covered by this CBA in the grievance procedure; (5) time spent in court appearances while conducting business related to the Department; (6) time spent on jury duty.
138. 5. An EMPLOYEE who is required to serve on a jury or report to Court for jury duty on her/his regular day off shall be considered to have the following Saturday as an assigned day off if the regular day off lost was Monday or Tuesday, and shall be considered to have Sunday as an assigned day off if the regular day off lost was Wednesday, Thursday or Friday.
139. 6. Statutory holidays shall be counted as hours actually worked.
140. 7. All compensation shall be calculated upon the hours actually worked proportionate to the compensation for a normal work schedule.

III.C. ADDITIONAL COMPENSATION

141. The CITY and LOCAL 200 agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the EMPLOYEE's base rate of pay and may not be pyramided.

1. NIGHT DUTY

142. EMPLOYEES shall be paid eight and one-half percent (8.5%) more than the base rate for each hour actually worked between 5:00 p.m. and 12:00 a.m. (swing), except for those EMPLOYEES working a normal shift in excess of eight (8) hours per day that requires work between the hours of 5:00 p.m. and 12:00 a.m. Employees working more than five (5) hours of their regular shift between 5:00 p.m. and 12:00 a.m. shall receive the 8.5% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.
143. EMPLOYEES shall be paid ten percent (10%) more than the base rate for each hour actually worked between 12:00 a.m. and 7:00 a.m. (graveyard), except for those EMPLOYEES working a normal shift in excess of eight (8) hours per day that requires work between the hours of 12:00 a.m. and 7:00 a.m. Employees working more than five (5) hours of their

regular shift between 12:00 a.m. and 7:00 a.m. shall receive the 10% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.

2. STANDBY PAY AND PAGER PAY

144. EMPLOYEES who, as part of the duties of their positions are required by the Appointing Officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25%) percent of their regular straight time rate of pay for the period of such standby service, except that EMPLOYEES shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with an electronic paging device. When such EMPLOYEES are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
145. Senior Investigators Class 8126 may be placed on standby status as part of the officer-involved shooting (“OIS”) team. OIS standby shall be called “duty week” and commences at 8 a.m. Monday and ends at 8 a.m. the following Monday. For each duty week the employee is assigned to standby status, the employee shall receive twelve (12) hours of compensatory time. In the event an 8126 Senior Investigator under this paragraph is required to report to an OIS incident during his/her normal work shift, he/she shall be compensated at his/her normal rate of pay. In the event an 8126 Senior Investigator under this paragraph is required to report to an OIS incident at a time that is not during his/her normal work shift, he/she shall earn compensatory time as a rate of time and a half while engaged in such emergency service.
146. EMPLOYEES in classification 9155 shall receive twenty-five (25%) percent of their regular straight time rate of pay for standby service whether or not they are outfitted by the Department with an electronic paging devices.
147. No EMPLOYEE shall be compensated for standby service unless the Appointing Officer or its designee assigns said EMPLOYEE to such standby service.

3. LEAD PERSON PAY

148. EMPLOYEES occupying positions designated by the Appointing Officer, or its designee, as a lead person position shall receive a Lead Person premium of One dollar and Fifty cents (\$1.50) per hour, payable only for days and/or hours actually worked.
149. Effective June 30, 2009, employees shall be entitled to a one dollar and fifty cents (\$1.50) per hour premium if authorized in writing by the Appointing Officer or designee to be lead person, and if required and assigned by their supervisor to take the lead on any job when at least two employees in the same classification are working together.

4. BILINGUAL PAY

150. A “Designated Bilingual Position” is a position designated by the department, which requires Translation Services. “Translation Services” consist of the interpretation (i.e., review, comprehension, and utilization) or translation of a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.
151. An employee in a Designated Bilingual Position who routinely and consistently provides more than forty (40) hours per pay period of Translation Services as part of his or her regular job assignment will receive a bilingual premium of sixty dollars (\$60.00) per pay period.
152. An employee in a Designated Bilingual Position who routinely and consistently provides, but less than forty (40) hours per pay period, non-English service including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.
153. EMPLOYEES required to use their own vehicles for CITY Business shall be reimbursed for mileage at the rate allowed by the IRS during the term of this CBA.

5. ACTING ASSIGNMENT PAY

154. 1. EMPLOYEES assigned by the Appointing Officer or its designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
155. a. the assignment shall be in writing;
156. b. the position to which the EMPLOYEE is assigned must be a budgeted position.
157. c. the EMPLOYEE is assigned to perform the duties of a higher classification for longer than eleven (11) consecutive working days, retroactive to the first day of the assignment.
158. d. Upon written approval by the Appointing Officer or its designee, an EMPLOYEE shall be paid at a step of the established salary grade of the higher class which is at least five percent (5%) above the EMPLOYEE’s base salary but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
159. e. Requests for classification or reclassification review shall not be governed by this provision.
160. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.

6. SUPERVISORY DIFFERENTIAL ADJUSTMENT

161. The Department of Human Resources may adjust the compensation of a supervisory EMPLOYEE whose compensation grade is set herein subject to the following conditions:
162. 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.
163. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
164. The organization is a permanent one approved by the Department, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
165. 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.
166. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the EMPLOYEE supervised.
167. The adjustment of the compensation grade of the supervisor shall not exceed five (5%) percent over the compensation exclusive of extra pay, of the EMPLOYEE supervised.
168. If the application of this section adjusts the compensation grade of an EMPLOYEE in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar (\$1) bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
169. In no event will the Department of Human Resources approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
170. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

III.D. OVERTIME COMPENSATION & COMP. TIME

171. 1. Overtime and Comp Time Calculation. Except as set forth in Article III.B., time worked in excess of eight (8) hours per day or forty (40) hours per 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. EMPLOYEES shall not be entitled to overtime compensation for work performed in excess of specified

regular hours until they exceed eight (8) hours per day or forty (40) hours per week; provided that employees, if any, working in an alternative work schedule shall be entitled to overtime as provided by III. B.

172. 2. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that statutory holidays shall be considered time worked. Multiple vacation days taken within a scheduled work week shall not be considered as time worked for calculating overtime. Notwithstanding the above, all mandatory hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be designated as overtime and compensated at one-and-a-half times the base hourly rate.
173. a. EMPLOYEES occupying Fair Labor Standards Act (“FLSA”) exempt positions, including positions designated by the CITY as “Z” classifications in the Annual Salary Ordinance, shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half hour for each hour worked, only if the overtime worked has been approved in advance.
174. b. EMPLOYEES covered by the FLSA (non-Z) who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off.
175. c. No Appointing Officer shall require an EMPLOYEE not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said Appointing Officer that funds are legally unavailable to pay said EMPLOYEE, provided that an EMPLOYEE may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein.
176. d. 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.
177. e. EMPLOYEES working overtime during premium pay time shall receive overtime pay based on the premium rate.
178. f. In the absence of operational need to the contrary, overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the unit, and continue down through the seniority list until the list is exhausted, at which point it returns to the top of the list. If an employee cannot be reached or if an employee declines an offer to work an overtime assignment, the rotation wheel will advance to the next employee on the seniority list.

179. g. Employees placed on sick leave restriction pursuant to Civil Service Rule 120.11 are ineligible for voluntary overtime assignments.
180. h. Recordation Of Overtime. The Department shall maintain all records of overtime worked by EMPLOYEE(s) in their respective divisions/Departments. Copies of said records shall be made available to the representative of LOCAL 200 upon request.
181. i. Overtime Earned (“O.E.”). When an EMPLOYEE covered by this CBA is transferred from one group to another within Department, the accumulated "overtime earned" time shall be transferable by the EMPLOYEE to be used in his or her new position.
182. 1). EMPLOYEES wishing to use OE time must submit the request for the time off in writing not later than 12 noon of the fifth working day preceding the EMPLOYEE'S regular start of shift of the day for which time off is requested.
183. 2). A roster of those EMPLOYEES requesting days off will be maintained by the Department or group manager and will be available to LOCAL 200 for review.
184. 3). The request shall be granted unless an emergency situation exists or the time off would cause severe personnel shortages as determined by the Appointing Officer or its designee.
185. 4). Up to ten percent (10%), but not more than two (2) non "Z" EMPLOYEES per group or Department may be granted time off at the same time, and no more than one "Z" EMPLOYEE per group or Department may be granted time off at any one time. However, "Z" EMPLOYEES may not take time off under this section without the agreement of the Appointing Officer or its designee, if the time off would cause more than fifty percent (50%) of the normal complement of EMPLOYEES in the group or Department to be absent.
186. 5). The first EMPLOYEE to submit a request in a group or Department will take precedence if more than one EMPLOYEE has requested time off at the same time.
187. 6). Requests for time off lasting more than three (3) days must be approved by the group or Department manager.
188. An EMPLOYEE called in to work on a regular day off shall be paid for each hour actually worked, but in no instance will (s)he be provided with less than eight (8) hours of work on that day.

III.E. HOLIDAYS AND HOLIDAY PAY

189. The following paid holidays shall be observed:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Columbus Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Veterans Day
Christmas Day

190. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday, and if it falls on a Saturday, the Friday before is a holiday as defined herein. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States shall be deemed a holiday for this purpose.

191. 1. The CITY shall accommodate religious belief or observance of EMPLOYEES as required by law.

192. 2. Eligibility for Payment. EMPLOYEE(s) not scheduled to work on a paid legal holiday as listed above will be paid for that holiday provided that he/she is on paid status the work day immediately preceding and the work day immediately following the holiday. Payment shall consist of eight (8) hours straight time.

193. 3. Holiday Worked. EMPLOYEE(s) (in non-Z classifications) scheduled to work on a paid legal holiday as listed above shall receive time and one-half for the hours worked, plus the rate of pay as stated in Article III.E.3. herein. EMPLOYEE(s) may elect to receive compensatory time off, computed at the rate of time and one-half in lieu of monetary payment for time worked on paid holidays.

194. 4. EMPLOYEES in "Z" classifications shall receive eight hours holiday pay and in addition shall receive compensatory time off at the rate of one-and-a-half (1-1/2) times for work on the holiday.

195. 5. 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. Those EMPLOYEES who work on a Friday which is observed as a holiday

in lieu of a holiday falling on Saturday shall be compensated as provided in Article III.E.3., herein.

196. 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 (5) previous consecutive work days shall be paid for the holiday.
197. 7. EMPLOYEES 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.
198. 8. Floating Holidays. In addition to the holidays listed herein, the employees covered by this CBA will receive four (4) floating holidays and one (1) floating holiday that may be taken on an employee's birthday for which approval will not be unreasonably withheld. Only EMPLOYEES working a Normal Work Schedule, as described in Article III.B., will receive a five (5) floating holidays. The five (5) floating holidays may be taken on days selected by the EMPLOYEE subject to prior scheduling approval of management. EMPLOYEES must complete six (6) months continuous City service to establish initial eligibility for the five (5) floating holidays. The five (5) floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked. 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.
199. Effective July 1, 2010 for Fiscal Year 2010-11, in recognition of the value of wage concessions during the year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 199 above. However, these floating holidays will be awarded on a quarterly basis (i.e. three floating holidays will be allotted in first full pay period beginning on July 1st, October 2nd, January 8th, and April 16th of the fiscal year). The parties agree that employees may be required to take no more than five of the floating holidays for the four working days between December 25, 2010 and January 1, 2011, and one day for the day prior to Thanksgiving 2010, when the City has implemented Minimum Staffing Days.
200. Effective July 1, 2011 for Fiscal Year 2011-12, in recognition of the value of wage concessions during that year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 199 above. These floating holidays will be on a quarterly basis (i.e. three floating holidays will accrue in first full pay period on July 1st, October 1st, January 7th, and April 14th of the fiscal year). If the number of unpaid furlough days (or equivalent) for the year is reduced by operation of the provisions of paragraph 105d above, the number of additional floating holidays will be reduced in a corresponding manner. The parties agree that employees may be required to take no more than five of the floating holidays for the four days working

days between December 25, 2011 and January 1, 2012, and one day for the day prior to Thanksgiving 2011, when the City has implemented Minimum Staffing Days.

201. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.
202. During Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Except for days taken during Minimum Staffing Days, floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.
203. 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 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.

III.G. SALARY STEP PLAN AND SALARY ADJUSTMENTS

204. Appointments to positions in the CITY and County Service shall be at the entrance rate established for the position except as otherwise provided herein.

1. Promotive Appointment In A Higher Class

205. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:
206. 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 compensation grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

207. 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 compensation grade and shall not be above the maximum of the salary range of the promotive class.
208. c. If the appointment deemed promotive described above is a temporary appointment, and the EMPLOYEE, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with sections herein.
209. For purpose of this Section, appointment of an EMPLOYEE as defined herein to a position in any class the salary grade for which is higher than the salary grade of the EMPLOYEE's class shall be deemed promotive.

2. Non-Promotive Appointment

210. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate

211. Upon the request of an Appointing Officer, appointments may be made at any step in the compensation grade upon recommendation of the Human Resources Director under the following conditions:
212. a. A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
213. b. Loss of compensation would result if appointee accepts position at the normal step; or
214. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and

215. d. The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
216. 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.

4. Reappointment Within Six Months

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

5. Compensation Adjustments

218. a. Prior Fiscal Year. When an EMPLOYEE promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same grade step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.
219. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any EMPLOYEE promoted from one class to a higher classification who would receive a lesser salary than an EMPLOYEE promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.
220. b. Salary Increase in Next Lower Rank. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an EMPLOYEE who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such EMPLOYEE must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the EMPLOYEE waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.
221. The special rate of pay herein provided shall be discontinued if the EMPLOYEE fails to file and compete in any promotional examination for which he/she is

otherwise qualified, and which has a compensation grade higher than the protected salary of the EMPLOYEE.

222. c. Continuation of Salary Step Plan Earned Under Temporary Appointment. When an EMPLOYEE is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this agreement, provided that the salary shall not be less than the same step in the salary grade the EMPLOYEE received in the immediately prior temporary appointment.
223. d. Credit for Temporary Service. A temporary EMPLOYEE, one with no permanent status in any class, certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary EMPLOYEES who are terminated for unsatisfactory services or resign their temporary position.
224. e. Salary Anniversary Date Adjustment. Permanent EMPLOYEES working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such EMPLOYEES reach their salary anniversary date in their permanent class.

6. Compensation Upon Transfer Or Re-Employment.

225. 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.
226. b. Reemployment in Same Class Following Layoff. An EMPLOYEE who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
227. 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.

228. 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.H. METHODS OF CALCULATION

229. An EMPLOYEE whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
230. Conversion to Bi-Weekly Rates. Rates of compensation established on other than a bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.I. SENIORITY INCREMENTS

231. 1. Entry At The First Step. Except as otherwise provided herein, full time EMPLOYEES shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
232. 2. Entry At Other Than The First Step. Except as otherwise provided herein, EMPLOYEES who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
233. 3. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an EMPLOYEE in the class, unless otherwise provided herein.

4. Exceptions.
234. a. An employee’s scheduled step increase may be denied if the employee’s performance has been unsatisfactory to the City. 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.
235. b. An EMPLOYEE shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such EMPLOYEE shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
236. 5. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An EMPLOYEE shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. EMPLOYEES shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
237. 6. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
238. 7. 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 permanently or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

III.J. WORKERS COMPENSATION LEAVE

239. An EMPLOYEE who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the EMPLOYEE’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the EMPLOYEE would have earned for the regular work schedule. Use of compensatory time requires the EMPLOYEE’s Appointing Officer’s approval.

240. An EMPLOYEE who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the EMPLOYEE has sick pay credits and is eligible to use them) to provide up to the EMPLOYEE's normal salary unless the EMPLOYEE makes an alternative election as provided in this section.
241. 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. An EMPLOYEE returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.
242. Salary may be paid on regular time-rolls and charged against the EMPLOYEE's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the EMPLOYEE.
243. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
244. The parties agree, therefore, that this provision clarifies and supercedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter section A8.409, et seq.

Return To Work

245. The CITY will make a good faith effort to return EMPLOYEES covered by this CBA who have sustained an occupational injury or illness to temporary modified duty within the EMPLOYEE's medical restriction. Duties of the modified assignment may differ from the EMPLOYEE's regular job duties and/or from job duties regularly assigned to EMPLOYEES in the injured EMPLOYEE's class. Where appropriate modified duty is not available within the EMPLOYEE's classification, on the EMPLOYEE's regular shift, and in the EMPLOYEE's Department, the EMPLOYEE may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in another Department, subject to the approval of the Appointing Officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An EMPLOYEE assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.
246. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for

accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

III.K. STATE DISABILITY INSURANCE (SDI)

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

III.L. HEALTH AND WELFARE

1. Employee Health Care

248. Health Service System Contributions. CITY shall contribute to the City Health Service System for each EMPLOYEE covered by this CBA who is a member of the Health Service System such sums as are required by the CITY Charter. The CITY agrees to maintain its contribution for health benefits at the current levels for the life of the agreement.

Fiscal Year 2010-2011

249. Medically Single. For “medically single”/Employee Only employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the city shall contribute all of the premium for the employee’s own health care benefit coverage.

Fiscal Year 2011-12 and Thereafter

250. The City and the PEC will establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City’s employee health care cost, beginning Fiscal Year 2011-12.
251. Should the committee not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically-single/Employee-Only category, the City’s contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the City plan in this category must pay the difference between the capped amount of the City plan described above and the cost of City plan coverage in the medically-single/Employee-Only category.
252. If no mutual agreement on another option is reached as described in paragraph 252, and if an employee’s work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.
253. Life Insurance. Effective July 1, 2003, a term life insurance policy of \$50,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all EMPLOYEES covered by this CBA, the full premium cost

of which shall be paid for by the Department. Coverage shall be suspended for an EMPLOYEE who has been off the payroll and been absent from service for a continuous period of twelve months.

254. Eye Examinations. For all covered EMPLOYEES required to use VDTs on average at least two (2) hours per day, the Department will provide a base line eye examination at the Occupational Safety and Health facility ("OSH"), followed by an eye examination at OSH once a year.

2. Dependent Health Care Pick-Up

255. Amount of Employee Contribution to be Paid by the City: The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the employee plus two or more dependents category.

3. Dental Coverage

256. Each employee covered by this agreement shall be eligible to participate in the City's dental program.

4. Contributions While on Unpaid Leave

257. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

III.M. RETIREMENT PICK-UP

258. 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 (8.0%) employee retirement contribution to SFERS.

259. If it is determined through the voter process or through CITY action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to LOCAL 200's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

Retirement Seminar

260. Subject to development, availability and scheduling by SFERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS.
261. 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.
262. All such seminars must be located within the Bay Area.
263. This section shall not be subject to the grievance procedure

Miscellaneous Retirement Improvement

264. The City agrees to meet and confer with TWU, Local 200 (representing non-MTA classifications) over a possible Charter amendment to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

Retirement Restoration

265. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction described in Section III.A., the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Section III.A. 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). For employees who retire prior to July 1, 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (pre-reduction) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.
266. Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of four (4) floating holidays to vacation days upon retirement. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four (4) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last thirty (30) days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

III.N. CHAPTER 12W PAID SICK LEAVE ORDINANCE

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

III.O. LEAVES OF ABSENCE

269. Those portions of the Civil Service Commission Rules applicable to Leaves, which are negotiable and arbitrable pursuant to Charter Sections A8.409 et seq., may not be changed during the term of this Agreement except by mutual consent. Those matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.
270. Bereavement Leave. Three (3) days' leave with pay shall be allowed to each EMPLOYEE for a death as defined in the Civil Service Commission Rule regarding Bereavement Leave which includes but is not limited to mother, father, sister, brother, husband, wife, son and daughter, mother-in-law, father-in-law, aunt, uncle, domestic partner, and dependent relatives living in the EMPLOYEE's home.

III.P. CHILD CARE AND DCAP

271. The CITY and LOCAL 200 agree that employees covered by this CBA will be eligible to participate in any childcare programs made available to all CITY employees.

Dependent Care Reimbursement Account (DCAP)

272. The City shall continue to offer a flexible spending account for Dependent Care Reimbursement (DCAP) which allows employees to establish a “pre-tax” account of up to \$5,000 per year to reimburse dependent care costs.

Parental Release Time

273. 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).
274. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

III.Q. LONG TERM DISABILITY INSURANCE

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

III.R. TUITION REIMBURSEMENT

276. The City agrees to allocate six thousand dollars (\$6,000) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented

hereunder. Employees in said classifications may not receive more than (\$500) per fiscal year from this special allocation. If any portion of said allocation remains unexpended on June 30th of any fiscal year, it shall be carried over to the next fiscal year. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

277. Eligibility: Any regularly scheduled Employee within the City service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.
278. Expenses: The City will reimburse each eligible Employee up to \$500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the Employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
279. Pre-Approval: Application for reimbursement shall be prepared on a form provided by the Department of Human Resources. Courses require pre-approval by the Department of Human Resources and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Department of Human Resources and the Appointing Officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.
280. Repayment: If an employee resigns from the City within two (2) years following completion of the training course, the amount of tuition reimbursement shall be repaid by the Employee to the City by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

ARTICLE IV - WORKING CONDITIONS

IV.A. HEALTH & SAFETY

281. The CITY acknowledges that State law requires every employer to provide a safe, healthy work environment for its employees. The CITY agrees to take all steps within its power to meet this responsibility for the EMPLOYEES covered by this CBA.
282. Joint Safety Committee. Health and Safety issues shall be presented to and addressed at the Joint Labor Management Board (JLMB”), as described in Article II.F. (Joint Committees).
283. Health and safety issues to be considered by the JLMB shall include, but not limited to, ergonomics, use of city owned vehicles, shelters for street corner locations, use and inspection of video display terminals, chemical compounds, and use of personal vehicles for shelters during inclement weather.

IV.B. FOUL WEATHER GEAR

284. The City agrees to provide employees with adequate foul weather gear and required safety equipment, in compliance with Cal-OSHA regulations for the duration of this contract.

ARTICLE V - SCOPE OF AGREEMENT

V.A. SCOPE OF AGREEMENT

285. 1. Savings clause. Should any part hereof or any provision herein be declared invalid by reason of conflict with a charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part of portion of this CBA shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the CBA.
286. This CBA 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.
287. 2. Civil Service Rules & Administrative Code. 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 & 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.
288. 3. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

V.B. DURATION OF AGREEMENT

289. This Agreement shall be effective July 1, 2010 and shall remain in full force and effect through June 30, 2012.

WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2010.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Micki Callahan Date
Human Resources Director

Reginald McCray Date
President
Transport Workers Union, Local 200

Martin Gran Date
Employee Relations Director

Joe Abad Date
Chief Negotiator
Transport Workers Union, Local 200

Farbod Pirouzmand Date
Chief Negotiator

APPROVED AS TO FORM:
DENNIS J. HERRERA, CITY ATTORNEY

Elizabeth Salveson
Chief Labor Attorney

APPENDIX A: OFFICE OF THE CITY ATTORNEY PAST PRACTICES

Emergency response shall be rotated among those Class 9155 Claims Investigators responsible for MUNI related investigations.