

**MEMORANDUM OF UNDERSTANDING**

**By and Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
STATIONARY ENGINEERS, LOCAL 39**

**For Fiscal Years  
JULY 1, 2010 - JUNE 30, 2012**

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**ARTICLE I - REPRESENTATION**

**ARTICLE I -- REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative and the Stationary Engineers, Local 39, International Union of Operating Engineers (hereinafter "Union").

**I.A. RECOGNITION**

2. The terms and conditions of this agreement shall apply to employees employed by the City and County of San Francisco in the classifications set forth herein. The parties recognize that neither the San Francisco Unified School District nor the San Francisco Community College District has authorized the City to bargain on their behalf.
3. The provisions of this agreement shall apply only to active covered employees.

<b>CLASS</b>	<b>BARGAINING UNIT</b>
5148 Water Operations Analyst	8-Q
5149 Superintendent of Water Treatment Facilities	1-Z
7120 Buildings and Grounds Maintenance Superintendent	1-X
7203 Buildings and Grounds Maintenance Supervisor	1-X
7205 Chief Stationary Engineer	1-X
7223 Cable Machinery Supervisor	1-X
7245 Chief Stationary Engineer, Water Treatment Plant	1-X
7252 Chief Stationary Engineer, Sewage Plant	1-X
7262 Maintenance Planner	1-X
7286 Wire Rope Cable Maintenance Supervisor	1-X
7333 Apprentice Stationary Engineer	1-Y
7334 Stationary Engineer	1-X
7335 Senior Stationary Engineer	1-X
7339 Apprentice Stationary Engineer, Water Treatment Plant	1-Y
7341 Stationary Engineer, Water Treatment Plant	1-X
7343 Senior Stationary Engineer, Water Treatment Plant	1-X
7372 Stationary Engineer, Sewage Plant	1-X
7373 Senior Stationary Engineer, Sewage Plant	1-X
7375 Apprentice Stationary Engineer, Sewage Plant	1-Y
7420 Bridgetender	1-X
7472 Wire Rope Cable Maintenance Mechanic	1-X
7473 Wire Rope Cable Maintenance Mechanic Trainee	1-X
9232 Airport Mechanical Maintenance Supervisor	1-X

**ARTICLE I - REPRESENTATION**

4. The Union shall be considered the recognized bargaining agent for any classes certified to it by the Civil Service Commission during the term of this MOU. However, application of the provisions of this MOU shall be extended only to classifications accreted to bargaining units already covered by the terms of this MOU pursuant to the procedures set forth in the Employee Relations Ordinance. Upon request of the Union, the City will meet and confer concerning proposed changes to bargaining units.

The City shall provide, upon request, a written list of all new hires and separations for all classes represented by the Union. This list shall be provided on a quarterly basis in written form, or in an agreed upon excel electronic format.

**I.B. INTENT**

5. It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until formally adopted by the Board of Supervisors acting in accordance with procedures, terms and provisions of the Charter applicable thereto.
6. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend or attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

**I.C. NO STRIKE PROVISION**

7. During the term of this agreement the City will not lock out the employees who are covered by this MOU. This Union and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike as defined by Charter Section A8.346.

**I.D. OBJECTIVE OF THE CITY**

8. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and County and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.
9. The Union recognizes the City and County's right to establish and/or revise performance standards or norms, notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement

## **ARTICLE I - REPRESENTATION**

procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

### **I.E. MANAGEMENT RIGHTS**

10. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
11. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operation are to be conducted.
12. 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. In no event shall the exercise of any of these rights conflict with any applicable Statute, Charter Provision, Civil Service Rule or any other pertinent provision of law.
13. 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. OFFICIAL REPRESENTATIVES AND STEWARDS**

#### Official Representatives

14. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall discuss the matter with the Employee Relations Director. The parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

**ARTICLE I - REPRESENTATION**

15. 1. The organization's duly authorized representative shall inform, in writing, the department head or officer under whom each selected employee member is employed that such employee has been selected.
16. 2. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
17. 3. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

Stewards

18. The Union shall, at least annually, furnish the City with an accurate, written list of stewards and alternate stewards to the appropriate department. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
19. The Union recognizes that it is the responsibility of the steward to assist the Business Representative in the resolution of grievances at the lowest level possible.
20. Upon notification of a designated management person, stewards or designated officers of the Union, subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to assist the Business Representative in investigating and processing grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be so engaged. The Union will attempt to insure that steward release time will be equitably distributed.
21. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
22. In emergency situations, where immediate disciplinary action is taken because of alleged violation of law or a City departmental rule (intoxication, theft, etc.), the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the Business Representative for purposes of representation.
23. Business Representatives and Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for Business Representatives and Stewards, in the course of investigating or processing a grievance, or disciplinary action, to interview an employee during an employee's duty time.



**ARTICLE I - REPRESENTATION**

**I.G. GRIEVANCE PROCEDURE**

24. 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.
25. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.
26. A grievance does not include the following:
27. 1. Performance evaluations provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
28. 2. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

Time Limits

29. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
30. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

**NON-DISCIPLINARY GRIEVANCES**

Steps of the Procedure -

31. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
32. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed

**ARTICLE I - REPRESENTATION**

with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.

33. The grievant may have a Union representative present at all steps of the grievance procedure.

34. Step 1: Immediate Supervisor

An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.

35. If the grievance is not resolved within seven (7) days after the informal discussion with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the following:

1. facts of the grievance;
2. the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
3. the remedy or solution being sought by the grievant.

36. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

37. Step 2: Appointing Officer

A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 1 response. The Appointing Officer or designee shall respond in writing within fifteen (15) days of receipt of the grievance.

38. Step 3: Employee Relations Director, ERD

A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Employee Relations Director, in writing, within fifteen (15) days of receipt of the Step 2 response. The Director shall respond to the appeal in writing within fifteen (15) days of receipt of the appeal.

## **ARTICLE I - REPRESENTATION**

### Arbitration

39. If the Union is dissatisfied with the Step 3 response, it may invoke arbitration by notifying the Employee Relations Director, in writing, within thirty (30) days of the Step 3 decision.

### Selection of the Arbitrator

40. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon the parties shall request that the State Mediation and Conciliation Service (“SMCS”) or the American Arbitration Association (“AAA”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
41. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

### **DISCIPLINE /DISCHARGE GRIEVANCES**

42. Permanent employees or employees who have satisfactorily completed the probationary period may grieve (appeal) suspensions, disciplinary demotions or discharges.
43. Only the Union shall have the right on behalf of a disciplined or discharged employee to grieve the discipline or discharge action.
44. The Union may appeal the Appointing Officer's decision to the Employee Relations Director at the Employee Relations Division (“ERD”) in writing within fifteen (15) days of the date of the written notice of discipline. The grievance shall set forth the basis of the appeal. The Director or his/her designee may convene a grievance meeting within twenty (20) days with the grievant and the grievant's Union. The Director or his/her designee shall respond to the grievance in writing within ten (10) days of the meeting, or if none is held within fifteen (15) days of receipt of the appeal
45. If the decision of the Employee Relations Director is unsatisfactory, only the Union may file a written appeal to arbitration. Any written appeal must be filed with the Employee Relations Director at ERD no later than thirty (30) days following issuance of the Director's response.

## **ARTICLE I - REPRESENTATION**

### Discharge Grievances

46. The parties shall use their best efforts to arbitrate grievances challenging the termination of employment within ninety (90) days of the Union's appeal from the decision of the Employee Relations Director.

### Selection of the Arbitrator

47. Selection of an arbitrator shall be as in paragraphs 39 and 40.

### Authority of the Arbitrator

48. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.

### Fees and Expenses of Arbitrator

49. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required. Either party may, however, request a transcript provided that the party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties.

### Hearing Dates and Date of Award

50. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
51. Any claim for monetary relief shall not extend more than thirty (30) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income derived from any subsequent employment or unemployment compensation received by the employee.

## **I.H. UNION SECURITY**

### Authorization for Deductions

**ARTICLE I - REPRESENTATION**

52. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions 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.

Dues Deductions

53. 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; 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.

Agency Shop Application

54. Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 1 when on paid status.
55. These provisions shall not apply to individual employees of the City in representation Unit 1 who have been properly and finally determined to be management employees pursuant to the Employer-Employee Relations Ordinance and the Meyers-Milias Brown Act.
56. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.

Agency Shop Fee

57. All current and future employees of the City as described in paragraphs 52, 53, and 54, except as set forth below, shall, as a condition of continued employment, become

## **ARTICLE I - REPRESENTATION**

and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this MOU as an addendum when established.

58. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

### Religious Exemptions

59. Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

### Payroll Deductions

60. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
61. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in paragraphs 52, 53, and 54.
62. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union, and shall so inform the Controller on a form provided by the City. Employees shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Said employees shall also be notified of their right to make direct payments to the Union.

## **ARTICLE I - REPRESENTATION**

Failure to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

63. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be provided to the Union monthly, at a cost not to exceed actual, to be determined by the Controller.
64. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

### Revocation of the Agency Shop Fee

65. The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.
- Re-Implementation
66. In the event an agency shop provision is rescinded pursuant to paragraph 64 an agency shop shall be re-implemented within representation units or subunits when any of the following occurs:
67. (1) Election: The Union has requested, in writing, an election on the issue, to be conducted by the State Mediation and Conciliation Service and 50% plus one of those voting favor agency shop, or
68. (2) 2/3 Membership: The Union makes a showing that two-thirds (2/3) of the employees within the unit or sub-unit are dues paying members of the Union, or
69. (3) New Employees: The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

### Financial Reporting

70. The Union shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. Copies of such reports shall be made available to employees subject to the agency shop fee provisions of this Memorandum of Understanding upon request by such employee at the offices of the Union.

***ARTICLE I - REPRESENTATION***

Indemnification

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



**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION**

72. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.
73. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Acts of 1866, and any other laws and regulations relating to employment discrimination.
74. The parties are committed to the principles articulated in this provision and agree that the Non Discrimination provision shall not be grievable or arbitrable.

**II.B. CERTIFICATION FEES**

75. When the City and County of San Francisco or the State requires that employees working in classifications represented by the Stationary Engineers, Local 39 to possess a certificate as a condition of employment, or with the approval of the Appointing Officer, the employee receives certification for a related field, or receives certification higher than the minimum required, the City shall reimburse said employee for any fee involved in the issuance or renewal of said certificate. Employees shall suffer no loss in pay for time spent taking qualifying examinations for said certificate. Drivers' licenses are not covered by the provisions of this section.
76. When employees are required by the licensing agency, including CWEA, to obtain continuing education as a condition of maintaining their professional license, the attendance at the education training classes, during normal working hours, shall be recognized as work time and compensated as such. The department will make every effort to provide onsite training through approved vendors when the required classes are not offered by the department. When such classes are scheduled outside the employee's normal work hours, and the employee has received approval from the department to attend an off-site class, employees shall attend these classes on their own time. The department will cover the costs for approved training classes mandated by regulatory agencies.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.C. PROBATIONARY PERIOD**

77. The probationary period, as defined and administered by the Civil Service Commission (“Probationary Period”), shall be as set forth herein:

2,080 hours for all new hires;

1,040 hours for a promotive appointment; and

520 hours for all other job changes, including but not limited to transfers and bumping. If the employee is returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.

78. The parties may extend, in writing, the duration of the Probationary Period by mutual consent.

**II.D. USE OF PRIVATE AUTOMOBILE ON CITY BUSINESS**

79. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.

80. Employees using their own vehicle for City business at the request of the employer or the employer's representative shall be reimbursed for mileage at the rate allowed by the United States Internal Revenue Service and for all necessary parking and toll expenses.

**II.E. PERSONNEL FILES**

81. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee’s personnel file which have been in the file for more than two (2) years of actual work shall not be used for disciplinary purposes provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.

82. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee’s request for non-consideration may be considered on a case

## **ARTICLE II – EMPLOYMENT CONDITIONS**

by case basis, depending upon the circumstances, by the Appointing Officer or designee. This section may be reopened at the request of either party.

### **II.F. CLASSIFICATION/REORGANIZATION**

83. Effects of Reclassification - Upon approval of the reclassification of an existing position by the Human Resources Director or the Civil Service Commission (“CSC”), the incumbent shall be separated from the position and shall be eligible to exercise seniority to fill another position in the class occupied prior to the reclassification or to otherwise move in accordance with the rules of the CSC or provisions of the MOU, whichever governs.
84. Transfer of Work between Bargaining Units/Incidental Employee Work Assignments  
The City shall have the right to assign work to any classification determined to be appropriate for the performance of said duties.

### **II.G. MEALS – SHERIFF’S DEPARTMENT ONLY**

85. Sheriff’s Department Only – The current practice of providing a meal per shift to covered employees assigned to the jails shall continue as long as this benefit is provided to the Deputy Sheriffs assigned to the jails.

### **II.H. SUBCONTRACTING**

1. Prop J Contracts
86. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
87. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
88. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
89. i. possible alternatives to contracting or subcontracting;
90. ii. questions regarding current and intended levels of service;

**ARTICLE II – EMPLOYMENT CONDITIONS**

- 91.                   iii.     questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
- 92.                   iv.     questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- 93.                   v.     questions relating to the effect on individual worker productivity by providing labor saving devices;
  
- 94.                   d.     The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2.     Personal Services Contracts

- 95.                   a.     Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
  
- 96.                   b.     If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.
  
- 97.                   c.     Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

**ARTICLE III – PAY, HOURS AND BENEFITS**

**ARTICLE III - PAY, HOURS AND BENEFITS**

**III.A. WAGES**

98. Effective July 1, 2010 and ending on the last day of the pay period that ends on June 8, 2012, wages shall be temporarily reduced by 3.75%. All wages shall be restored to their original levels (i.e., as if the concession agreed to herein had not been made), on June 9, 2012.
99. For fiscal years 2010-11 and 2011-12 only, employees who separate employment from the City shall have all of their entitled payouts (i.e., accrued but unused vacation, compensatory time, etc.) not reflect reductions in an employee's hourly rate that were implemented as part of this Agreement.
100. Effective July 1, 2006, all members of the bargaining units shall receive a base wage increase of 7% in exchange for their agreement to resume paying their own employee retirement contribution to SFERS in the amount of 7.5% of covered gross salary.

Wage Adjustments

101. Classes 7205, 7252, and 7245 shall receive a 1% wage adjustment effective July 1, 2006.
102. Classes 7335, 7373, and 7343 shall receive a 0.33% wage adjustment effective July 1, 2006.

Recruitment and Retention

103. Upon request of the Union or the City, the parties shall meet and confer during the term of this Agreement regarding a demonstrated recruiting and retention problem in any represented classification.

**III.B. WORK SCHEDULES**

104. For all employees covered by the provisions of this MOU (except for classifications subject to the alternative work schedule within the Wastewater Enterprise who shall be compensated in conformity with the Work and Pay Rules attached hereto as Appendix "A") the normal work day shall be eight (8) consecutive hours for Watch Engineers and eight (8) hours within eight and one-half (8-1/2) hours for maintenance engineers. Watch Engineers shall be permitted sixteen (16) hours off between the end of his or her regular shift and the beginning of his or her next shift. Maintenance engineers shall be permitted fifteen and one-half (15-1/2) hours off between the end of his or her shift and the beginning of his or her next shift. The normal work week

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

for such classes shall be forty (40) hours of five (5) consecutive days, except that engineers assigned to rotating shifts may work six (6) or seven (7) consecutive days before receiving their consecutive days off. Any work performed outside of this designated schedule shall be paid at the overtime rate of time-and-one-half (1-1/2). Except in emergency situations, the City and the Union agree that prior to any changes in unit work schedules, the Union will be given notice and an opportunity to meet with the appropriate department(s) regarding the proposed change.

105. Stationary Engineers, Local 39 and the City agree to meet and confer over the application of Appendix A (including the night shift premium) at the Department of Public Works and San Francisco General Hospital for employees on rotating 12-hour shifts. In the event that no agreement is reached, this issue shall be subject to the reopener provision of paragraph 87.
106. For all employees covered by the provisions of this MOU working a ten (10) hour schedule, the normal work day shall be ten (10) consecutive hours for watch engineers and ten (10) hours within ten and one-half (10-1/2) hours for maintenance engineers. Watch engineers shall be permitted fourteen (14) hours off between the end of his or her regular shift and the beginning of his or her next shift. Maintenance engineers shall be permitted thirteen and one-half (13-1/2) hours off between the end of his or her shift and the beginning of his or her next shift. The normal workweek for such classes shall be forty (40) hours of four (4) consecutive days. Any work performed outside of this designated schedule shall be paid at the overtime rate of time and one-half (1-1/2). Except in emergency situations, the City and the Union agree that prior to any changes in unit work schedules, the Union will be given notice and an opportunity to meet with the appropriate department(s) regarding the proposed change.
107. Assignment from either a watch schedule to a maintenance schedule or from a maintenance schedule to a watch schedule will result in beginning a new count of consecutive workdays. The existing practice when one engineer relieves another engineer for shift change will continue.
108. Further, upon notification to an authorized representative of the Employee Relations Division, the Union and City may meet for the purpose of establishing alternate work schedules. Upon request of the Union, the City agrees to explore alternatives to existing eight (8) hour rotating shifts that meet the needs of employees while maintaining employee safety, attendance, plant productivity and cost neutrality with respect to the old schedule.

#### **III.C. NOTICE OF SHIFT**

**ARTICLE III – PAY, HOURS AND BENEFITS**

109. When management initiates a change in an employee's shift schedule, forty-eight hours notice will be given whenever possible. Failure to provide such notice will result in a penalty payment equal to two (2) hours of straight time compensation except when unanticipated operational needs precludes the giving of forty-eight hours notice. The payment of the penalty shall not be construed as counting towards time worked for any purpose. There shall be no change in shift to avoid payment of overtime.

**III.D. ADDITIONAL COMPENSATION**

110. Each additional compensation provision under this section shall be separately calculated against an employee's base rate of pay and shall not be pyramided.

**NIGHT SHIFT DIFFERENTIAL**

111. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).

112. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

113. Classifications subject to the alternative work schedule within the Wastewater Enterprise (who shall be compensated in conformity with the Work and Pay Rules attached hereto as Appendix "A") are not eligible for night shift differential as specified in this provision.

**CALL BACK PAY**

114. Employees covered by the terms of this MOU who are called back to their work locations following the completion of their work day and departure from their place of employment or are called into work on their scheduled day off shall be granted a minimum of four (4) hours pay at the applicable rate of pay. When the number of hours actually worked reaches four (4) hours, the employee shall be compensated up

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

to one (1) hour for the time spent traveling to or from the job location, except for employees residing in City-provided housing at that location. Employees who are called during their off hours to provide information or assistance over the telephone shall be compensated at the applicable rate for time so spent. Response to a page by telephone or response to an inquiry by telephone during off hours shall be paid at a minimum of one-half (1/2) hour worked or actual time spent, whichever is greater.

#### **STANDBY PAY**

115. Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid the Federal Minimum Wage per hour for the period of such standby service. During the standby period, employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay.
116. 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.

#### **ACTING ASSIGNMENT PAY**

117. Any employee governed by the provisions of this MOU who is required to perform supervisory duties outside his/her classification in excess of fifteen (15) cumulative days during a rolling 12-month period shall be paid at the pay rate of the classification to which assigned.
118. Except for classes 7252, 7372, 7373, 7375, 7245, 7343, 7341, and 7339, Stationary Engineers and related classifications who perform the duties of classes 7252, 7372, 7373, 7375, 7245, 7343, 7341, or 7339 at a headworks facility or potable water treatment facility, or when operating or maintaining sewage pumps, shall receive, for the time spent in performing such duties, the equivalent rate of pay of the classification regularly assigned to such work.

#### **CORRECTIONAL FACILITY PREMIUM**

119. A premium of \$1.50 per hour shall be paid to all employees working in classifications represented by the Stationary Engineers, Local 39 Class 7334 and related classes working in a secured and restricted area of the correctional facilities listed below.



**ARTICLE III – PAY, HOURS AND BENEFITS**

120. This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime.

121. Those facilities where this premium shall apply are listed below:

- 1) County Jail Facilities in San Bruno
- 2) Youth Guidance Center
  - (a) 375 Woodside, San Francisco
  - (b) Log Cabin Ranch in La Honda
- 3) County Jail Facilities located at 425 7<sup>th</sup> Street
- 4) Treasure Island Jail
- 5) San Francisco General Hospital – wards 6B, 7A, 7B, 7C, 7D, and 7L.
- 6) Hall of Justice in San Francisco, when required to work in jail areas and prisoner holding cells.

**MULTIPLE LICENSE REQUIREMENT PREMIUM**

122. Effective July 1, 2009, a premium of seven and one-half percent (7.5%) shall be paid to all covered employees for possession of multiple licenses and certifications (excluding driver's licenses, CPR, harassment training, security certification/TSA) when required by the regulating body (i.e., Department of Public Health and State Water Resources Control Board), or required by the City in writing. This premium shall be applied to all paid hours.

123. A license or certification that is a minimum qualification for the position as set forth in the Civil Service class specification or the job announcement does not qualify for the multiple license premium.

**HOSPITAL PREMIUM**

124. A premium of \$2.80 per hour will be paid to Class 7120 Buildings and Grounds Maintenance Superintendent when assigned to San Francisco General Hospital or Laguna Honda Hospital.

**SUPERVISORY DIFFERENTIAL ADJUSTMENT**

125. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

**ARTICLE III – PAY, HOURS AND BENEFITS**

126. 1. 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.
127. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
128. 3. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
129. 4. 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.
130. 5. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
131. 6. The adjustment of the compensation schedule of the supervisor shall not exceed 5% over the compensation, exclusive of extra pay, of the employee supervised.

**MTA PERFORMANCE/ATTENDANCE INCENTIVES**

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

**SKILLED NURSING FACILITY “PASS THROUGH”**

133. In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks

**ARTICLE III – PAY, HOURS AND BENEFITS**

to provide “pass through” compensation for health care employees who are assigned to skilled nursing facilities (“SNF”) for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the state law requires an August 1 to July 31 window period for determining compliance with the “pass through;” and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:

134. The parties agree to provide for a premium to be paid to eligible employees employed at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.
135. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible “pass through” compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on-going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than, August 1, and terminate July 31 of each fiscal year for which funds are available.
136. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.
137. This premium shall continue only to the extent and for the time period provided by State legislation.

**LEAD PAY - AIRPORT ONLY**

138. Covered employees employed at the San Francisco International Airport designated by their supervisor as a lead worker shall be entitled to a \$10.00 per day premium when required to take the lead on any job when at least two employees in the same classification are working together and one acts as lead.
139. Employees are not eligible to receive both Lead Pay and Acting Assignment Pay.

**CABLE MAINTENANCE MECHANIC**

140. When an employee in job code 7472 Wire Rope Cable Maintenance Mechanic at the MTA Cable Barn is assigned to direct the activities of co-workers, the employee shall

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

receive a \$1.50 premium for hours actually worked. This assignment shall be limited to one (1) employee per shift.

#### **DIVE PAY**

141. Employees shall be paid \$10 per hour more than the base rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.

#### **III.E. RETIREMENT**

142. 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 (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.
143. Any such contribution by the City shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary
144. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that an MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

#### Retirement Restoration

145. 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 or wage increase deferral described in Section III.A., 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 or non-wage-deferred) hourly rate, although

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

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.

#### **Retirement Seminar Release Time**

146. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
147. 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.
148. All such seminars must be located within the Bay Area.
149. This section shall not be subject to the grievance procedure.

### **III.F. HEALTH BENEFIT CONTRIBUTIONS**

#### **EMPLOYEE HEALTH CARE CITY CONTRIBUTION**

150. The level of the City's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.

#### **DEPENDENT HEALTH CARE**

151. The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

#### **MEDICALLY SINGLE EMPLOYEES**

152. 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 the City Plan coverage in the medically-single/Employee-Only category.

**ARTICLE III – PAY, HOURS AND BENEFITS**

153. 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.
154. Medically single employees shall continue to receive an in-lieu \$210.00 monetary cash payment. Effective July 1, 2004 the in-lieu \$210.00 monetary cash payment will be reduced to \$190.00.
155. Employees with one or more dependents enrolled in the City’s Health Service System are not eligible to receive the monetary cash payment.
156. Employees who enroll one or more dependents into the Health Service System during the term of this agreement will not be eligible for the monetary cash payment once those dependents are enrolled.
157. Employees who during the term of this MOU no longer have dependents enrolled in the Health Service System will be eligible for the monetary cash payment.
158. None of the provisions herein in any way alter the City’s Health Service System’s rules or policies regarding enrollment in or separation from any City Health Service System plan.

**PUC - HETCH HETCHY AND CAMP MATHER HEALTH STIPEND**

159. The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1.

**DENTAL COVERAGE**

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

**CONTRIBUTIONS WHILE ON UNPAID LEAVE**

161. 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.

**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.G. FAIR LABOR STANDARDS ACT**

162. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.
163. The City agrees that it will, at a minimum, compensate in a manner consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

**III.H. HOLIDAYS AND HOLIDAY PAY**

164. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:
- January 1 (New Year's Day)
  - The third Monday in January (Martin Luther King, Jr.'s Birthday)
  - The third Monday in February (President's Day)
  - The last Monday in May (Memorial Day)
  - July 4 (Independence Day)
  - The first Monday in September (Labor Day)
  - The second Monday in October (Columbus Day)
  - November 11 (Veteran's Day)
  - Thanksgiving Day
  - The day after Thanksgiving
  - December 25 (Christmas Day)
165. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
166. 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 is a holiday.

**HOLIDAYS THAT FALL ON A SATURDAY**

167. For those employees assigned to a work week of Monday through Friday, 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

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

said public offices may serve the public during regular business hours. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

#### **HOLIDAY COMPENSATION FOR TIME WORKED**

168. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate for all regularly scheduled hours worked on such day (e.g.: 12 hours pay for 8 hours worked or a proportionate amount for more or less than 8 hours worked). At the employee's request and with the approval of the Appointing Officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein. The City shall make every effort to offer such work to permanent or provisional employees before as-needed employees.
169. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

#### **HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

170. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday or on the Monday following a Sunday holiday.
171. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee



**ARTICLE III – PAY, HOURS AND BENEFITS**

receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.

172. HOLIDAY PAY SUPPLEMENT

When an employee is assigned to an alternate work schedule, and an observed holiday falls on the employee's regularly scheduled work day, the employee may elect to use compensatory time, in-lieu time or vacation time to make up all hours beyond eight.

HOLIDAY PAY FOR EMPLOYEES LAID OFF

173. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

174. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis who have not become eligible for benefits under Article III herein and who work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

175. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
176. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

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

177. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

#### **FLOATING HOLIDAYS**

178. Eligible employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to the prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. 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.
179. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment may, at the sole discretion of the appointing authority, be granted those floating holidays to which the separating employee was eligible and had not yet taken.

#### **III.I. OVERTIME COMPENSATION**

180. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or working on an alternative work schedule shall be entitled to overtime compensation as provided herein when required to work more than ten hours per day, forty hours per week, when working a four-day work week, eight or nine hours depending on the schedule for the day, or forty hours per FLSA designated workweek when working the 9/80 schedule. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

**ARTICLE III – PAY, HOURS AND BENEFITS**

181. Employees subject to the alternative work schedule within the Wastewater Enterprise pursuant to Appendix "A" will receive overtime pursuant thereto.
182. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
183. 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.
184. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for over-time worked, but may be granted compensatory time off at the rate of one hour for hour for time worked in excess of normal work schedules. Employees classified Z-symbol shall not accumulate a balance of compensatory time earned in excess of two hundred forty hours (240) hours.
185. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

**RECORDATION OF OVERTIME**

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

**PRE-SCHEDULED OVERTIME**

**ARTICLE III – PAY, HOURS AND BENEFITS**

188. All employees covered by the provisions of this MOU that are pre-scheduled in advance to work overtime on a day off or at a time that does not overlap with their regular shift shall be paid for a minimum of four (4) hours at the overtime rate of time-and-one-half (1-1/2).

**OVERTIME DISTRIBUTION**

189. Voluntary overtime shall be offered equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.
190. Mandatory overtime shall be distributed equitably among employees covered under the provisions of this MOU within each work unit and/or work location, subject to departmental operational needs.

**III.J. LEAVES**

191. In accordance with Charter Section A8.409, the Leave of Absence provisions of Civil Service Commission Rule 120, as they exist on the effective date of this Agreement, will be calculated and administered as set forth in said Rule, except as modified herein.
192. The mandatory furlough provisions of CSC Rule 120 shall not apply to covered employees.

**VOLUNTARY TIME OFF PROGRAM**

**1. General Provisions**

193. Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
194. The Appointing Officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

**2. Restrictions of Use of Paid Time Off While On Voluntary Time Off**

**ARTICLE III – PAY, HOURS AND BENEFITS**

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

196. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

**3. Duration and Revocation of Voluntary Unpaid Time Off**

197. Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee's consent.

**III.K. VACATION [For informational purposes only]**

198. All employees employed under the provisions of this MOU and who have been in the service of the Employer continuously shall be entitled to vacation as follows:

Years of Continuous Service:	Maximum Vacation Entitlement:
1 through 5	80 hours
more than 5 through 15	120 hours
more than 15	160 hours

199. Employees may take vacation in hourly increments with the approval of the Appointing Officer. Such requests shall not be unreasonably denied.

**III.L. VOLUNTEER/PARENTAL RELEASE TIME**

200. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).

201. 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.M. SENIORITY**

**ARTICLE III – PAY, HOURS AND BENEFITS**

202. Providing the employee has the qualifications and abilities as determined by management to perform the work, departmental seniority or, for the Public Utilities Commission (“PUC”), divisional seniority, will prevail in the following areas:
203. 1. In the filling of permanent vacancies (bidding of shifts):
- a. Due to the broad geographical area involved, for PUC Water Supply and Treatment Division, the bidding of shifts includes work location.
  - b. All permanent shift openings shall be posted for seven (7) days. Locations working the twelve-hour rotating watch shall post for twelve (12) days. New appointees will be assigned to the “no interest” positions. Provisional and as-needed employees do not have bidding rights.
  - c. The shift-bidding procedures used in June 1999 will continue provided that two positions at PUC Water Pollution Control Division, Oceanside Plant, Operations Section (one Class 7372 Stationary Engineer and one Class 7373 Senior Stationary Engineer) will be considered floating. These floating positions on each watch will be filled as vacancies at the Oceanside Plant arise. Class 7372 Stationary Engineers and Class 7373 Senior Stationary Engineers currently assigned to the Oceanside Plant will not be involuntarily reassigned.
204. 2. Temporary assignments of less than ninety (90) calendar days shall be excluded from bidding. The Union encourages the use of volunteers for temporary assignments, and, if no volunteers, the equitable distribution of involuntary assignments based on reverse seniority.
205. 3. In the selection of vacation time (at each location within the department).
206. Upon mutual agreement between the Union and the Department, the Department can make an assignment outside of the bidding procedure.

**III.N. ANTI-NEPOTISM POLICY (MTA Service-Critical Classifications Only)**

207. No employee of the Municipal Transportation Agency (“MTA”) shall knowingly sign up or bid for an assignment that reports directly to or directly supervises the employee’s spouse, domestic partner, parent or child. MTA management shall not knowingly assign an employee to such a position. If an employee is in such a position on July 1, 2001, or, if changes occur that cause an employee to be in such a position during the term of this agreement (including but not limited to organizational

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

restructuring, changes in familial relationships or changes in reporting relationships caused by operation of the Civil Service Commission Rules) the following shall occur: the first represented employee of the two affected employees who has an opportunity to sign up, bid for, or be assigned to a different assignment shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service Commission Rules.

#### **III.O. METHODS OF CALCULATION**

208. **Bi-Weekly:** An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

209. **Per Diem or Hourly:** An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

#### **Daily Rates for Monthly and Bi-Weekly Employees**

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

#### **Conversion to Bi-Weekly Rates**

211. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

#### **III.P. STATE DISABILITY INSURANCE (“SDI”)**

212. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance 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.Q. USE OF SICK LEAVE WITH PAY CREDITS TO SUPPLEMENT STATE DISABILITY INSURANCE**

213. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.

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

214. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular net salary the employee would have received for the normal work schedule excluding overtime.
215. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on the prescribed form to the appointing officer or designee within seven (7) calendar days following the first date of absence.
216. An employee who supplements SDI shall earn sick leave with pay credits at the normal rate only for those hours of sick leave pay credits used.

#### **III.R. WORKERS' COMPENSATION SUPPLEMENTATION**

217. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.
218. The failure of the employee to exercise the option to supplement disability indemnity payments within thirty (30) calendar days following release from disability leave shall preclude later requests.
219. Salary may be paid on regular time rolls and charged against the unused sick leave with pay credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
220. The City shall adjust the employee's sick leave with pay credit balance and reimburse the appropriate City fund for the amount of sick leave with pay credits charged and paid, when an employee has used sick leave with pay credits and the Department of Human Resources subsequently determines that the employee was entitled to disability indemnity payment for the period of absence.
221. Pursuant to Civil Service Rule 120.23, an employee returning from disability leave as defined by CSC Rule 120.23 will accrue sick leave and/or supplemental disability credits at an accelerated rate.



**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.S. LONG TERM DISABILITY (LTD)**

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

**III.T. APPRENTICE SALARY STEP PLAN AND SALARY ADJUSTMENTS**

223. An employee who is a permanent appointee following completion of the probationary period or six months of permanent service, and who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule.
224. If the appointment is to an apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

**III.U. PAYROLL PROCEDURES**

225. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:
1. No Check on Pay Day for the Pay Period.
226. Highest priority. Full check to be issued as quickly as possible, within four hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent weekday. If PPSD or departmental payroll is notified after noon but before 4 p.m., the check will be issued no later than noon on the following weekday.
2. Check on Pay Day is 10% or More Short of the Total Due for the Pay Period.

**ARTICLE III – PAY, HOURS AND BENEFITS**

227. Second priority. Correcting payment to be issued as quickly as possible with the goal of three working days from the day PPSD or departmental payroll division is notified of the shortfall.

3. Check on Pay Day is less than 10% Short of Total Due for Pay Period

228. Third priority. Correcting payment is to be issued as quickly as possible, with a goal of ten working days from the PPSD or departmental payroll division is notified of the shortfall.

**III.V. PAID SICK LEAVE ORDINANCE**

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

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

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

**IV.A. EDUCATIONAL CLASSES - TUITION AND TRAINING REIMBURSEMENT**

230. 1. Where the appointing officer of a particular classification covered under the terms of this MOU requires an employee to attend retraining or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits. If the appointing officer requires an employees to attend retraining or educational classes during the employee's assigned off hours, the employee's work schedule shall be adjusted to cover the time required to attend the class. The appointing officer, to the extent possible and consistent with operational needs, shall equitably distribute employee participation in such retraining or educational classes.
231. 2. Pursuant to the provisions of the Employee Training Reimbursement Program herein, the City will reimburse up to one half tuition for full-time employees for one course per semester for job-related college courses, correspondence courses, adult education courses, or other courses that may be advantageous to the City provided that attendance has been approved in advance and funds have been appropriated and are available. Reimbursement will be made after satisfactory completion of the course.
232. The City will contribute \$8,000 annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU. The maximum annual allocation for each covered employee shall be two-hundred and fifty dollars (\$250.00) per fiscal year for courses approved in accordance with guidelines established by the Department of Human Resources. Any non-allocated tuition or tuition allocated, but not used within the fiscal year, shall be applied to the Local 39 Apprentice Training Fund referenced in Article IV.B.

**TRAINING FOR PROMOTION OR ADVANCEMENT**

233. An eligible employee or officer may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the Charter, the employee or officer shall be reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Civil Service Commission will verify that the employee has satisfactorily completed 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 from the

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

accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

234. No reimbursement shall be made if the employee or officer is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.
235. If the employee or officer's application for training reimbursement, under the provisions of this section, does not receive the appointing officer's recommendation, the employee may appeal to the Civil Service Commission. The Civil Service Commission shall then inquire into the reasons of the appointing officer's disapproval of such application, and the Commission shall thereupon make such order as it deems just, and said order shall be final.

**TRAINING FOR WORK IN PRESENT CLASSIFICATION**

236. An eligible employee or officer may apply to the Department of Human Resources through the appointing officer for reimbursement in a training course given by an accredited educational institution during or outside working hours for the purpose of improving performance in the present classification.
237. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. The Department of Human Resources shall be the judge of whether such training meets the criteria of improving performance in the employee's present job, and whether the training can be provided through available in-service activities. Subject to the budgetary and fiscal provisions of the Charter, the employee or officer shall be reimbursed for tuition, supplies, books, and other fees for such course if attendance has been approved in advance, and funds have been appropriated and are available. If attendance is during regular hours, it shall be considered a duty assignment for the purpose of payment of salary. The Department of Human Resources will verify that the employee has satisfactorily completed 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 from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.
238. If the employee or officer's application for training reimbursement, under the provisions of this section, does not receive the appointing officer's recommendation, the employee may appeal to the Commission. The Commission shall then inquire into the reasons for the appointing officer's disapproval of such application, and the Commission shall thereupon advise the appointing officer as it deems just.

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

**ACCREDITED EDUCATIONAL INSTITUTION DETERMINATION**

239. The Department of Human Resources or Human Resources Director shall be the judge of whether an educational institution is properly accredited for the purpose of this rule. The Appointing Officer shall consider the employee's record of performance in making recommendations.

**IV.B. APPRENTICE TRAINING FUND**

240. Consistent with the established joint apprenticeship training program between the City and County of San Francisco and Stationary Engineers Local 39, the City shall make an annual contribution to the Local 39 Apprenticeship Training Fund to provide a training program for journey-level members who wish to improve their skills as well as apprentices entering the apprenticeship program.
241. The annual payments shall be made in January of each year of this agreement by the Department of Human Resources in the amount of \$500.00 for each person represented by the Union employed on a full time, paid status by the City on December 31, of the preceding year.
242. The parties agree that the funding described in this section is subject to the execution of an agreement between the parties consistent with the Civil Service Commission Rules, Apprenticeship Program, to maintain the apprenticeship program. The parties will execute such an agreement within 30 days of the effective date of this MOU.

**IV.C. BREAKS, MEAL PERIODS, AND CLEAN-UP**

243. All employees covered by the provisions of this MOU shall be provided with the following:
244. 1. Two (15) fifteen minute breaks, one during the first half of the shift and another during the second half of the shift.
245. 2. A meal period during the middle of the shift.
246. 3. A clean-up period at the end of the shift as required.
247. Employees on watch shall respond to the needs of the operation that occur during their break and meal periods. All breaks and meal periods of employees on watch shall be taken on site so that they can attend to their duties.

**IV.D. PROFESSIONAL ORGANIZATION FEES**

248. All employees in classification of Senior Stationary Engineer and above covered by the provisions of this MOU shall be entitled to reimbursement of the fees (not to

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

exceed \$100.00) for membership in one professional organization related to their job. The Appointing Officer shall determine if the professional organization is job related.

**IV.E. TRANSPORTATION INCENTIVES**

249. The parties agree to establish a Labor Management Committee no later than sixty days after ratification of this agreement to develop solutions to transportation and parking issues. The committee will be charged with providing recommendations no later than December 1, 2006 to the Mayor and the Board of Supervisors.
250. The committee will be comprised of three (3) representatives from the City and three (3) representatives from the Union.
251. The City, in consultation with the Union, may invite additional employee organizations to participate in the Committee, with equal numbers of representatives from the City and the employee organizations.

**ARTICLE V – WORKING CONDITIONS**

**ARTICLE V - WORKING CONDITIONS**

**V.A. MEDICAL EXAMINATIONS**

252. In instances when employees covered by the provisions of this MOU are exposed to conditions hazardous to health, said employees may voluntarily request and be entitled to a medical examination. In no event will more than one (1) medical examination be provided in any twelve (12) month period for any one employee. Medical examinations will be considered time worked.
253. Such medical examinations will be given by a City-designated physician. The employee agrees that the Appointing Officer is entitled to review the resulting information and will sign an authorization for release of information if so requested.

**V.B. HEALTH AND SAFETY**

254. 1. The promotion of health and safety is of mutual importance to the City and the Union. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees.
255. 2. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned until the hazard is eliminated. While the employee is awaiting the arrival of the in-house officer and until the officer has made his/her determination, the employee shall not be required to perform the disputed assignment, and may be reassigned if other work is available. The matter may instead be submitted to the Grievance Procedure at Step 2 (Appointing Officer Level) for final resolution. The employee's assignment shall be continued until the dispute is resolved.

**V.C. WORK CLOTHING**

256. All employees covered by the provisions of this MOU shall be provided with changes of work clothing as deemed appropriate by and authorized by the appointing officer. At a minimum, employees will be provided with five (5) sets of work clothing as well as a work jacket and one pair of coveralls. Such work clothing will be replaced at least annually or more often, at the discretion of the appointing officer. Where the employee is regularly in contact with sewage or hazardous or contagious materials the employer will provide a clean change of clothing each working day. Supervisory classes 5148, 5149, 7120, 7205, 7209, 7223, 7262, and 9232 shall be excluded from

**ARTICLE V – WORKING CONDITIONS**

this provision. When the parties agree to provide reimbursement in lieu of providing work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash uniform allowance which shall be no less than \$200 per year.

257. All employees covered by the provisions of this MOU shall be provided with foul weather gear (rain clothes and boots when required to work in the rain or other unreasonably wet conditions, jackets when required to work in cold conditions), as deemed appropriate by and authorized by the appointing officer.

**V.D. SAFETY SHOES**

258. Where appropriate and authorized by the Appointing Officer or designee, employees covered by this MOU shall be provided safety shoes.
259. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

**V.E. SAFETY GOGGLES AND GLASSES**

260. All employees covered by provisions of this MOU who are determined by the Appointing Officer or designee, after meeting and conferring with the employee organization representing said classes, to require eye protection shall be provided safety goggles. Said employees who wear prescription glasses and are determined by the appointing officer to require eye protection shall be provided prescription safety glasses.

**V.F. TOOL INSURANCE**

261. The City agrees to indemnify employees covered under this MOU for the loss or destruction of the employees' tools, subject to the following conditions:
262. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.
263. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
264. 3. Upon approval of this MOU and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and then later must acknowledge and verify said inventory both as to existence of said tools and



**ARTICLE V – WORKING CONDITIONS**

their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

265. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.
266. 5. In case of theft, the following procedures shall be followed in perfecting a claim:
267. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, local police department and the Union.
268. b. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.
269. c. The statement must be submitted to the parties set forth in subsection (1) immediately above, within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
270. 6. In case of damage due to fire, the requirements of subsection 5 (a) - (c) above shall be followed with the exception that verified reports need not be filed with the police.
271. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus ten dollars (\$10.00).
272. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his/her representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to the grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool

**ARTICLE V – WORKING CONDITIONS**

replacement costs, the employee shall not lose any time from work as a result thereof.

**V.G. RETURN TO WORK POLICY**

273. The City will make a good faith effort to return employees who have sustained a temporary 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.

**V.H. SFIA DRUG TESTING POLICY**

274. The City and the Union agree to continue discussions on an Airport Drug Testing Policy.

**V.I. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM**

275. Services provided to covered employees as outlined in Appendix C.

**V.J. PARKING**

276. Sufficient parking at DPH locations shall be provided to all employees who purchase a parking permit.

**ARTICLE VI – SCOPE**

**VI.A. CIVIL SERVICE RULES**

277. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Commission Rules shall be subject to the grievance procedure. Changes to the Civil Service Commission Rules may be proposed during the term of this contract subject to meet and confer as appropriate. Changes to the Civil Service Commission Rules shall not be subject to arbitration.
278. The parties recognize that recodifications may change the references to specific Civil Service Commission Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.

**VI.B. SCOPE OF AGREEMENT**

279. This agreement sets forth the full and entire understanding of the parties regarding the matters herein.
280. Except in cases of health and safety emergencies or as otherwise provided in this MOU, the City shall give reasonable written notice to the Union of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5 not contained in this MOU. The Union shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
281. In cases of health and safety emergencies when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
282. If the Union does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in this section, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change.
283. If the Union timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Union over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions

**ARTICLE VI – SCOPE**

and proposals and to endeavor to reach agreement on the proposed change or changes.

284. This provision is not intended to bar any grievances submitted in accordance with the terms of this MOU.

**VI.C. SAVINGS CLAUSE**

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

**VI.D. ZIPPER CLAUSE**

286. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties, except as otherwise provided herein.

**VI.E. DURATION OF AGREEMENT**

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



**APPENDIX "A"**

**WORK AND PAY RULES**

Overview

In October of 1990, management and employees sought an alternative to the traditional 8-hour shift schedule at the Wastewater Enterprise. They developed the schedule in Appendix A as a means of providing a schedule that employees preferred over the traditional 8-hour shift schedule. The goals were to meet the needs of employees, while maintaining employee safety, attendance, plant productivity and at no increased cost over the old schedule to the City.

The old schedule was a traditional 8-hour shift, which worked as follows:

- 7 days on night shift (2200 to 0600) (shift differential paid on all hours)
- 2 days off
- 7 days on swing shift (1400 to 2200) (shift differential paid on hours between 1700 and 2200)
- 2 days off
- 6 days on day shift (0600 to 1400) (no shift differential paid)
- 4 days off

As a result of the cost-neutral provision of the project, the shift differential is adjusted downward to compensate for the added scheduled overtime in the 12-hour Appendix "A" schedule.

**1. 12 hour Shift Change Times**

D = 6:00 a.m. to 6:00 p.m. shift (Wastewater Facilities)

N = 6:00 p.m. to 6:00 a.m. shift (Wastewater Facilities)

t = 6:00 a.m. to 2:30 p.m. shift (see "t" shift section)

Various starts equal to 8.5-hour day without shift differential

d = 6:00 a.m. to 2:30 p.m. shift Watch 6 Crew

Various starts equal to 8.5-hour day without shift differential

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**2. Work Week**

Employees continue to be paid bi-weekly. 12-hour shift work week begins and ends at 6:00 a.m. every Saturday.

**3. Straight Time Pay**

Under the 8-hour work shift schedule an employee received 40 hours of pay, for the first 40 hours worked in a work week (assuming no overtime is worked). For those employees that rotate shifts, the 12-hour shift work schedule rearranges the first forty hours worked such that some weeks an employee works less than 40 hours and some weeks works more than 40 hours. However, at the end of 5 weeks on the 12-hour schedule, an employee will have worked 200 hours or 40 hours per week (assuming no overtime was worked).

Under the 12-hour shift work schedules employees will earn and use comp time (i.e. overtime hours) to provide 40 straight time hours of pay each week.

WEEK	WORK HOURS	COMP USED	PAY HOURS	COMP EARNED
1	36	4	40	0
2	32	8	40	0
3	48	0	40	12
4	36	4	40	0
5	48	0	40	12
TOTAL	200	16	200	24

In those weeks where an employee works more than 40 hours (i.e., weeks 3 and 5), comp time earned at the rate of 1.5 times the wage rate is applied for those hours in excess of 40. Therefore, an employee accumulates 12 hours of comp time and is paid 40 hours of pay for 48 hours of work in weeks 3 and 5.

In those weeks where an employee works only 36 hours, 4 comp time hours are used to provide 40 paid hours that week. Similarly, during the 32 hours work week, 8 comp time hours are used to provide 40 paid hours that week. An employee must have 40 paid hours per week to accumulate maximum retirement and sick leave benefits.

At the end of a five week cycle an employee earns a total of 208 paid and/or comp time pay or overtime hours for 200 hours of work on the new 12 hour shift schedules. This is equivalent to a 4% pay increase for each employee or 83.2 additional pay hours per year. To

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keep labor costs and employee earnings cost neutral under the new shift schedules, this pay increase (8 hours comp time very 5 weeks) is offset by changes in shift differential policies and holiday premium pay (see section #10).

At the discretion of the employee, accumulated overtime hours (comp time) may be received as cash as long as the employee maintains 16 comp time hours in his/her account at any one time. Employees who fail to maintain the minimum number of overtime hours necessary for use during any 32 or 36 hour scheduled work week will not receive a full 40 hours of pay for any such week.

### **4. Overtime Premium Pay**

The 12-hour schedule pays an overtime premium in the form of accrued comp time equal to 1.5 times the hourly wage rate anytime a shift employee works: (1) more than 8 hours if scheduled to work an 8-hour shift, (2) more than 12 hours if scheduled to work a 12 hour shift and (3) more than 40 paid hours on any work week.

### **5. Holiday Benefit Pay**

Holiday benefit pay remains the same. The City of San Francisco recognizes eleven holidays per year and provides either 8 hours of pay or 8 hours of time off (lieu day) per holiday. Each employee receives 88 hours of benefit per year.

All eleven holidays are designated days in the employee handbook and are moved to alternative days on the new schedule.

On the 8-hour work shift schedule an employee (on average) was scheduled to work approximately 71 percent of the 11 holidays each year. Therefore, on average, an employee is scheduled to work 8 holidays and is scheduled off 3 holidays each year. This provides 64 pay hours and 24 in lieu hours (or 88 total hours) of holiday benefit per year.

Under the 12-hour work shift schedule, an employee is scheduled to work only 51 percent of the 11 holidays each year. Therefore, on average, an employee is scheduled to work 6 holidays and is scheduled off 5 holidays each year. This provides 48 pay hours and 40 in lieu hours (or 88 total hours) of holiday benefit per year.

A "t" shift (which is scheduled work day) that falls on a holiday is a day off with 8 hours pay.

### **6. Holiday Premium Compensation**

Holiday premium pay is paid at 1.5 times the hourly wage rate for the first 8 hours worked on a holiday. For pay purposes, a holiday begins at 6:00 a.m. the day of the holiday and ends at 6:00 a.m. the next day.



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Employees who prefer to work holidays instead of having them off can volunteer to work additional holidays during their "t" shift week or on a day off

On the 8 hour work shift schedule, an employee was paid 1.5 times their wage rate for all hours worked on a holiday. On the 12-hour shift work schedule an employee is paid 1.5 times the wage rate for only the first 8 hours of a 12 hour shift. To the employee, this is a reduction of 2 pay hours per holiday worked or 8.8 pay hours per year compared to the old 8 hour shift work schedule (11 holidays per year X 14 shifts scheduled over 35 days X 2 pay hours per holiday).

### **7. Vacation Benefits and Pay**

Vacation benefits and pay remain the same under the new work shift schedule. However, these benefits and pay must be accumulated and used in hourly increments (not days).

For example, an employee with two years of continuous service has a maximum entitlement of 80 vacation hours. If that same employee uses 72 hours of vacation (i.e., six 12 hour shifts), he/she has 8 vacation hours left. These hours can be used or carried over into the next year.

Although each employee still receives the same number of vacation hours each year, the use of those hours can provide longer periods of time off. For example, on the new schedules it is possible to use 32 hours of vacation during the "t" shift week and get 15 consecutive days off.

Employees are still required to meet the minimum service and notification requirements along with any other current policies for vacation. Employees are also still entitled to use vacation in one-hour increments according to existing notification and approval policies.

Shift employees are encouraged to schedule vacation during "t" shifts. Vacation will only be restricted on "t" shifts if there is a conflict with scheduled training or operational necessity.

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### **8. Floating Holidays**

This benefit also stays the same on the new schedules.

In fiscal year 2003-04, each employee receives 72 hours of floating holiday benefit. Forty (40) hours of this benefit are in recognition of Local 39's agreement to resume payment of the 7.5% retirement contribution. These hours can be used to take off 72 hours (e.g., six 12-hour shifts or nine 8-hour shifts) on the new schedules.

Unless the forty-hour benefit is extended due to the reopener provision of this MOU, in fiscal year 2004-05, each employee receives 40 hours of floating holiday benefit. These hours can be used to take off 40 hours (e.g., two 12-hour shifts and two 8-hour shifts or five 8-hour shifts) on the new schedules.

### **9. Sick Leave**

Sick leave benefits and pay are also unchanged under these shift schedules. Employees can still earn up to 104 hours of paid sick leave per year. Under these schedules an employee uses 12 or 8 hours of benefit depending on the length of the shift scheduled to work on the day sick leave is taken.

### **10. Shift Differential**

Under the 8-hour shift schedules, hours worked on second shift (8 hours swing) are paid at a 8.5 percent premium, and hours worked on third shift (8 hours night) are paid at a 10 percent premium.

On the 12-hour shift schedules, an effective 9.25 percent shift differential is paid for all 12 hours worked on a night shift (6:00 p.m. to 6:00 a.m.). (Although the shift differential is either 8.5 percent or 10 percent depending on the hours, for purposes of the calculation immediately below, the blended rate of 9.25 percent is used as both day and night shifts have equal numbers of second and third shift hours (i.e., six of each for a 12-hour night shift).

On the 8-hour shift schedules an employee worked 91 swing shifts (i.e., 8.5%) and 91 night shifts (i.e., 10%) every year and would be paid 134.7 pay hours in shift differential (182 shifts x 8 hours per shift x 9.25 percent per hour). On the 12 hour schedules, an employee works 72.8 night shifts every year and is paid 80.8 pay hours in shift differential (72.8 night shifts x 12 hour shift x 9.25 percent). Therefore, an employee loses 53.9 pay hours per year in shift differential on the new 12-hour shift schedules.

There are 3 factors that provide additional or less compensation under the new 12-hour shift schedules. The average difference in pay hours per year is summarized in the following table.

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**AVERAGE ANNUAL PAY HOURS (per employee per year)**

Additional Overtime earned (comp time)	+	83.2
Reduction in shift differential	-	53.9
Reduction in holiday premium compensation	-	8.8
	+	20.5

Annually an employee receives 20.5 pay hours of additional compensation. This pay/benefit increase can be made cost neutral by adjusting the shift differential to 6.9 percent [72.8 night shifts x 12 hour shifts x (9.25 – 6.9 percent)].

**11. Jury and Military Leave**

Under the new schedules, employees are paid for jury and military leaves up to 12 hours per day, if scheduled to work a 12-hour shift.

(1) Subject to existing departmental policies, employees who work a swing or evening shift and are required to report in person for jury duty shall be reassigned to a day shift for the duration of their obligation to report to jury duty.

(2) Employees who receive a summons to report for jury duty shall notify their supervisor as soon as possible upon receiving the summons.

**12. "t" Shifts**

"t" shifts are designed to be day shift training assignments. There are 333 hours per year of "t" shifts per employee with each of the new schedules. Since the current training workload at the plant does not require 333 hours, alternative uses of this time must be identified.

A "t" shift can be used for:

- a. Getting training - this is the highest priority for "t" shift hours. Can be in a classroom, on-the-job, at a conference, etc.
- b. Covering a vacancy - An employee can cover a vacancy on day shift or another shift. The Division agrees to use the following procedure when filling vacancies with employees on their "t" shift.

Step 1. Ask for volunteers from the "t" shift crew, first.

## APPENDIX A

Step 2. If there are no volunteers, assign a "t" shift employee. If there is at least 48 hours notice and does not exceed the number of hours that an employee has taken off on other than "t" shifts.

c. Work on special project.

For training to have the highest priority on a "t" shift it must be scheduled in advance so that employee vacations do not disrupt scheduled training. It will be the responsibility of each Chief to make sure that their crew schedules enough training during the "t" week to meet minimum training requirements. The start times for "t" shifts may be adjusted slightly to accommodate different training programs.

### 13. Relief Coverage

There are two ways to cover vacancies, either with a voluntary or mandatory coverage system. A voluntary system requires no one to be forced into work or on-call to cover for vacancies.

Under the new shift schedules, the Division would like to maintain a voluntary system for covering vacancies (i.e., those who want overtime volunteer to work and those who do not want to work overtime do not have to work). However, for a voluntary coverage system to work the employee at a plant must work together and be willing to come into work occasionally on their day off (at an overtime rate of pay).

Should this voluntary system fail to provide adequate coverage for vacancies, then the Bureau reserves the right to assign employees to cover vacancies using current practices or implement a mandatory relief system. Note that the voluntary system fails when employees have to work 18 consecutive hours to cover a vacant shift.

Every effort will be made to prevent an employee from working 18 consecutive hours.

Vacancies on 12-hour shift, in many cases, are filled by employees who come into work on their days off. Since it takes additional time to contact an employee and have them commute into work, employees on 12-hour shift schedules are expected to give at least 2 hours notice before the beginning of an assigned shift for any absence.

In the event there are more employees wanting to fill vacancies than there are vacancies, then an overtime equalization policy will be used to distribute the overtime. The goal of this policy is to ensure that every employee has opportunity to fill overtime vacancies. One way to accomplish this is to first make sure that all employees have an opportunity to volunteer for vacancies and in competitive situations, give priority to employee with the least amount of overtime.

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**14. Other Work and Pay Rules**

All other work and pay rules not addressed by this implementation package are covered by the rules described in the Letter of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Local 39 (for fiscal Years 1990-1993). In addition, other rules are described in the Employee Handbook for all City and County of San Francisco employees.

**APPENDIX “B”**

**MTA PERFORMANCE/ATTENDANCE INCENTIVES**

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

- **Maintenance Group**
- **Operations Group**
- **Administration Group**

Goal percentage requirements and effective dates for Performance Incentives are updated in June of each year. Information regarding the goals and effective dates will be published and posted on the MTA website. Information on qualifying periods, rewards and/or compensation for Attendance Incentives will also be posted on the MTA website or are available in hard copy upon request of the Union.

APPENDIX "C"

EAP AND PEER COUNSELING PROGRAM

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Municipal Transportation Agency ("MTA") hereby agree to create an Employee Assistance Program as follows:

**A. Overview of EAP Program**

This Employee Assistance Program ("EAP") shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP's assist employees by referring them to services which lead to solutions.

EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;

Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by

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Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.



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- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

### **B. Organization**

- (1) The Joint Labor-Management Committee:
  - (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.

If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the

## APPENDIX C

Committee. In the absence of the Chair, the Co-Chair shall so preside. The MTA General Manager shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

### (2) Substance Abuse Program:

The MTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

### (3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

### (4) The Peer Assistance System:

#### (a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

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(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) MTA Liaison:

The MTA Liaison shall be an individual designated by the MTA General Manager to serve as the City's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor
- OR
- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program
- OR
- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency
- AND
- A MUNI employee who is respected by their peers, the union, and the management
- AND
- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.

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- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

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(i) **Civil Service Commission Approval:**

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)**

(1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

(2) In the case of the up to two voluntary, employee-initiated referrals, the MTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. Non-Paid Status During Treatment After Positive Test**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. Education and Training**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. Confidentiality**

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

**G. Funding**

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The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

**H. Special Provisions**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The MTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.