

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE SAN FRANCISCO INSTITUTIONAL POLICE OFFICERS' ASSOCIATION

JULY 1, 2010 – JUNE 30, 2012

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ARTICLE I: REPRESENTATION

I.A. RECOGNITION

1. The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for units as listed below.

Unit 11 D
8205 Institutional Police Sergeant
8209 Institutional Police Lieutenant
8206 Institutional Police Captain

2. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Union the City will meet and confer concerning proposed changes to bargaining units.

I.B. MANAGEMENT RIGHTS

3. 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.
4. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.C. NO STRIKE PROVISION

5. The Union and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, or slowdown. The Union and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other union. The City agrees during the term of this agreement not to conduct a lockout against any of the employees covered by this Agreement.

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I.D. GRIEVANCE PROCEDURE

6. 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. Employees shall follow the grievance procedures set forth in the MOU between the City and the Deputy Sheriffs' Association, as set forth below.
7. 1. Definition. A grievance is defined as an allegation by an employee, a group of employees or the Association that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement. A grievance does not include the following:
 - a. All Civil Service Commission "carve-outs," as described in Charter section A8.409-3.
 - b. Performance evaluations provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Association representation at said conference.
8. 2. Time Limits. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed in a timely manner it shall be deemed withdrawn. Failure of the City to timely reply shall authorize the Association to appeal the grievance to the next step in the Grievance Procedure.
9. Economic Claims. Any claim for monetary relief shall not extend more than thirty (30) calendar days prior to the filing of a grievance. Though the resolution of disputes outside the Grievance Procedure is desired, it is understood by the Association that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the Grievance Procedure appear probable, request an abeyance of the Grievance Procedure time limits, as set forth in section 2, above. The City will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.
10. 3. Reduction in Pay in Lieu of Suspension. In lieu of an unpaid suspension, the City may, at its option, impose a temporary reduction in pay by reducing an employee's pay by five percent (5%) or to the next lower pay step. The duration of such pay reduction shall depend on the seriousness of the offense. However, the

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cumulative loss in pay associated with any single implementation of this provision shall not exceed the value of a 30-day unpaid suspension

4. Grievance Initiation.
 11. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over all employees affected by the grievance.
 12. b. Only the Association may file a grievance arising from a final disciplinary decision. All disciplinary matters, except for termination, shall be initiated with the Appointing Officer or designee at Step 2.
 13. c. Termination grievances will be filed directly at Step 3 (Employee Relations Director or his/her designee)
 14. d. The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal to arbitration.
 15. e. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all terminations.
 16. f. All other issues shall be initiated at Step 1.
17. 5. Steps of the Procedure. The grievant shall discuss the grievance informally with his/her immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than ten (10) calendar days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have an Association representative present.
18. a. Step 1. If the grievance is not resolved within seven (7) calendar days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the facility or division commander or equivalent manager no later than seventeen (17) calendar days of the facts or event giving rise to the grievance. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of the Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
19. The facility or division commander shall respond in writing within seven (7) calendar days following receipt of the written grievance.

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20. b. Step 2. A grievant dissatisfied with the response at Step 1 may appeal to the Appointing Authority or designee, in writing, within seven (7) calendar days of receipt of the Step 1 answer. The Appointing Authority or designee may convene a meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. The Appointing Authority or designee shall respond in writing within fifteen (15) calendar days of the meeting or receipt of the grievance, whichever is later.
21. c. Step 3. A grievant dissatisfied with the Appointing Authority's response at Step 2 may appeal to the Director, Employee Relations "(ERD)", or its designee, in writing, specifying the reason(s) why it is dissatisfied with the Department's response, within fifteen (15) calendar days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. ERD may convene a grievance meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. ERD shall have thirty (30) calendar days after the receipt of the written grievance, or if a meeting is held, thirty (30) calendar days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
22. d. Step 4. If the Association is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within thirty (30) calendar days of its receipt of the Step 3 response, that arbitration is being invoked. Only the Association may submit a grievance to arbitration under his Article.
23. 6. Expedited Arbitration. By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit any Contractual Interpretation grievance to the Expedited Arbitration process.
24. a. Selection of the Arbitrator for Expedited Arbitration. The parties will first attempt to mutually agree on an arbitrator within seven (7) days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) days, either party may request a list of seven (7) appropriately experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). As a condition of appointment to the CSMCS panel, each of the panelists must certify that (s) he will be available to hear the Expedited Arbitration in not greater than thirty (30) days from her/his selection.
25. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken, until a panelist is selected who can preside over the Expedited Arbitration within

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thirty (30) days. Whether the Association or City strikes the first name in the alternating process shall be determined by lot.

26. b. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.
27. c. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
28. 7. Selection of an Arbitrator (not Expedited Arbitration). The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the CSMCS. Any name provided by the CSMCS may be removed from the panel by mutual consent of the parties. The CSMCS will appoint a replacement for any name removed, unless the parties mutually agree on a replacement panelist.
29. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within ten (10) calendar days, the arbitrator shall be selected from the permanent panel in accordance with the following procedure:
30. a. Panelists shall be listed in alphabetical order. The case shall be assigned to the next panelist in order, provided however that each party shall be entitled to one strike.
31. b. The panelist next in order following any strike options exercised by the parties shall be designated to hear the case.
32. c. In the event that either party strikes a panelist's name from the list in accordance with this section, the struck panelist's name shall be placed at the

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bottom of the list. Once struck, the same party may not strike that panelist's name again until that panelist has been selected to preside over an arbitration.

33. Authority of the Arbitrator. The decision of the arbitrator (for both Arbitration and Expedited Arbitration) shall be final and binding, unless challenged under applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
34. Costs of Arbitration. The direct expenses of the arbitration including the fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an arbitration is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
35. Hearing Dates and Date of Award. Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty (30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due forty-five (45) calendar days following the receipt of closing arguments. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

I.E. OFFICIAL REPRESENTATIVE AND STEWARDS

1. Official Representatives
36. The Union may select up to the numbers of employees identified in the groupings below for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss of compensation, on matters within the scope of representation. If a situation should arise where the Union believes that more than five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings. The selection of such employee members or substitutions, or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
 37. a. 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.

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

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

2. Stewards

40. a. The Union shall furnish the Employee Relations Division with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

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

42. c. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.

43. d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

44. e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.

45. f. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

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

II.B. PROBATIONARY PERIOD

48. The probationary period for class 8205 Institutional Police Sergeant, 8209 Institutional Police Lieutenant and 8206 Institutional Police Captain shall be one year in duration, as defined and administered by the Civil Service Commission. The parties may extend the duration of the period by mutual agreement in writing.

II.C. PRIVACY

49. Employees shall have no expectation of privacy with regard to City property including but not limited to desks, computers, voicemail, communication devices and vehicles.

II.D. PERSONNEL FILES

50. Only one official personnel file shall be maintained on any represented employee.
51. An employee shall be provided with a copy of all material to be included in the employee's personnel file except routine matters chronicling job and pay changes.
52. A represented employee shall have a right to attach a written rebuttal to any documentation.
53. No employee may be disciplined or adversely affected based on materials not included in his or her official file.

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54. All other files relating to performance shall remain confidential to the extent allowable by law.
55. The City may transmit documents to the employee at the employee's last known address.
56. The appointing officer will not use adverse materials including counseling and reprimands after two years free of discipline. This provision shall not apply to employees disciplined for: misappropriating public funds or property; misusing or destroying public property; using or being under the influence of drugs or alcohol at work; engaging in acts that would constitute a crime; engaging in acts which present an immediate danger to the public health and safety; workplace violence; dishonesty; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status.
57. At the request of the employee, except for charges listed above and after two years free of discipline, materials relating to disciplinary action or references including counseling, reprimands and complaints shall be “sealed” (i.e., shall remain confidential) to the maximum extent legally permissible. Such sealed files may be opened only as required by law.
58. Performance evaluations are not included in this section.

II.E. ORGANIZATIONAL CHARTS

59. Upon the request of the employee organization, the City will provide a copy of the organizational chart of the Department to which the member is assigned.

II.F. SUBCONTRACTING

1. Prop J. Contracts
 60. 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.
 61. 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.
 62. 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,
 - (1) possible alternatives to contracting or subcontracting;

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- (2) questions regarding current and intended levels of service;
- (3) questions regarding the Controller's certification pursuant to Charter Section 10.104(15);
- (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- (5) questions relating to the effect on individual worker productivity by providing labor saving devices.

63. 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

64. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a personal services contract (“PSC”) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any PSC(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

65. b. If the Union wishes to meet with a department over a proposed PSC for services that could potentially be performed by represented classifications, the Union must make its request to the appropriate department within two (2) weeks after the Union’s receipt of the department’s notice.

66. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

67. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards or commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 65.

68. e. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which

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proposed PSCs are calendared for consideration, where such services could potentially be performed by represented classifications.

3. Joint Labor Management Committee on Personal Services Contracts
69. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
 70. a. Review areas of General Fund and Enterprise PSCs and other City contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
 71. b. Explore establishing workload forecasting by City departments.
 72. c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
 73. d. Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.
 74. e. The Committee will be comprised of eight (8) members of the Public Employee Committee and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

II.G. STAFFING LEVELS

75. Upon request of the Union, if there is a reduction in the number of budgeted positions in this bargaining unit that impacts working conditions, the City agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.
76. The City agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The City agrees to provide any written information on staffing levels in a given department upon written request to the Employee Relations Department with any reproduction costs above a single copy to be paid by the Union.
77. The City, realizing that staffing reductions could result in increased workload pressures upon the remaining employees shall, upon request of an employee, meet to discuss

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work priorities and/or workload reductions. The employee may have a representative of his or her choice at such meetings.

II.H. LAYOFF LIMITATIONS

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

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meet and confer sessions required by the Meyers-Milias-Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

81. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:
82. (1) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or
83. (2) The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section C.(1) above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to

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the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or

84. (3) The Annual Salary Ordinance (ASO) passed as part of the City’s adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor’s proposed budget, in which case such layoffs may also proceed.
85. D. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.
86. E. “Budget Information”, for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.
87. F. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

ARTICLE II – EMPLOYMENT CONDITIONS

II.I. REORGANIZATION

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

II.J. MINIMUM NOTICE FOR DISPLACEMENTS

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

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

93. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

1. Employees of the Sheriff's Department:

94. For employees assigned to the Sheriff's Department, during the term of this agreement, base wages shall be the same as the comparable Deputy Sheriff classes, as follows:
- Base wage of 8205 Institutional Police Sergeant will be the same as 8308 Sheriff's Sergeants.
 - Base wage of 8209 Institutional Police Lieutenant will be the same as 8310 Sheriff's Lieutenant.
 - Base wage of 8206 Institutional Police Captain will be the same as 8312 Sheriff's Captain.
95. When the equivalent classes in the Deputy Sheriff division receive an increase in base wages, the base wages of the IPOA classes assigned to the Sheriff's Department will increase at the same time and in the same amounts during the term of this agreement without it being necessary for the IPOA or any member of the bargaining Unit to initiate action. A copy of the Deputy Sheriff agreement on wages is attached hereto as Attachment B.

III.B. NORMAL WORK SCHEDULES

96. Regular Work Day. Unless agreed upon by the City and the Union as set forth below under the heading "Alternate Work Schedule", a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours. There shall be no split shift.
97. Regular Work Week. The Appointing Authority shall determine the work schedule for employees in his/her department. Unless agreed upon by the Union and the City as set forth below under the heading "Alternate Work Schedule", a regular workweek is a tour of duty of five (5) consecutive days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) working days in conjunction with changes in their work shifts or schedules.
98. Alternate Work Schedule. By mutual agreement, the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, or entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

ARTICLE III – PAY, HOURS AND BENEFITS

III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES

99. This section shall apply to employees who do not work for the Sheriff’s Department only.
1. Normal Work Schedule
100. Compensation fixed herein on a per diem basis is for a normal eight hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.
2. Part-Time Work Schedule
101. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.D. ADDITIONAL COMPENSATION

1. Night Duty
102. Employees who, as part of their regularly scheduled work shift, are required to work any hours between 4:00 p.m. and 11:00 p.m. shall receive a premium of eight and one-half percent (8.5%) per hour in addition to their straight time hourly base rate of pay for any and all hours worked between 4:00 p.m. and 11:00 p.m.
103. Employees who, as part of their regularly scheduled work shift, are required to work any hours between 11:00 p.m. and 6:00 a.m. shall receive a premium of ten percent (10%) per hour in addition to their straight time hourly base rate of pay for any and all hours worked between 11:00 p.m. and 6:00 a.m.
104. Excluded from these provisions are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of 5:00 p.m. and 7:00 p.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium.
2. Bilingual Premium
105. Bilingual pay, in the amount of thirty-five dollars (\$35) bi-weekly, shall be paid to members who have been certified by the Department of Human Resources as having proficiency in Spanish, Cantonese, Mandarin, Tagalog, sign language for the hearing impaired and Braille for the visually impaired. Members certified by the Department of Human Resources as having proficiency in other languages shall, upon the approval of the appointing officer, receive this bilingual premium.

ARTICLE III – PAY, HOURS AND BENEFITS

3. Standby Pay

106. 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 ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes or positions whose duties are primarily administrative in nature, as designated by the appointing officer.
107. No employee in any Department other than employees assigned to the Sheriff's Department shall be compensated for standby service unless the appointing officer, with the approval of the Board or Commission, where applicable, shall have filed with the Department of Human Resources a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.
108. The provisions of this article authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below, employees in the classification categories referenced in this subsection shall be eligible for standby compensation.

4. Call Back Pay

109. Employees ordered back to work following the completion of their work day and departure from their place of employment shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. For employees covered by this agreement, call back means being ordered to work in an emergency, as a witness in a criminal matter, or when ordered for other reasons. Call back does not mean continuing duty that does not have a substantial break, court appearances as a result of off-duty employment or personal reasons, prescheduled overtime, or employees called in to duty when on standby status.

ARTICLE III – PAY, HOURS AND BENEFITS

5. Acting Assignment Pay

110. Employees assigned by the appointing authority or his designee to perform substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met: (1) The assignment shall be in writing; (2) The position to which the employee is assigned must be a budgeted position; and (3) The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days.
111. Upon written approval by the appointing authority, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
112. Requests for classification or reclassification review shall not be governed by this provision.

6. Supervisory Differential Adjustment

113. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
114. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
115. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
116. c. The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, Board or Commission, where applicable, and is a matter or record based upon review and investigation by the Department of Human Resources.
117. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
118. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of

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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.

119. f. The adjustment of the compensation schedule of the supervisor shall not exceed five percent (5%) over the compensation exclusive of extra pay, of the employee supervised.
120. g. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar (\$1) bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
121. h. In no event will the Appointing Officer or the Department of Human Resources approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%). The Appointing Officer must notify the Department of Human Resources of any changed conditions.
122. i. The Appointing Officer shall review any change in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

III.E. OVERTIME

123. 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 actual paid work on a regular work day or week shall be designated as overtime and shall be compensated at one-and a half times the base hourly rate which may include a night differential if applicable, provided that employees working in classifications that are designated as having a regular work day of less than eight (8) hours or a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime shall

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be calculated and paid on the basis of the total number of straight-time hours worked in a day and a week.

124. For the purposes of this section, statutory holidays and in-lieu holidays shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
125. Employees occupying Fair Labor Standards Act (FLSA) exempt (executive, administrative, or professional) positions shall not be paid for overtime worked but may be granted compensatory time off.
126. Those employees covered by the Fair Labor Standards Act who are required or suffered to work overtime shall be paid at a rate of one and one-half times (1-1/2) the regular base rate, except by mutual agreement an employee may earn up to 80 hours of compensatory time each fiscal year.
127. Employees shall give the Department forty-eight hours advance written notice of a request to use compensatory time off. The Department shall grant permission to use the compensatory time off unless doing so would unduly disrupt the operation of the Department. The Department may grant an employee's request to use compensatory time off with less than the required forty-eight hours advance written notice at its sole discretion.
128. Effective July 1, 2008, employees may not accumulate a balance of compensatory time in excess of 80 hours. Any employee who has a compensatory time balance in excess of 80 hours on July 1, 2008, may either (1) maintain his or her compensatory balance but not accrue any additional compensatory time until the balance drops below 80 hours, or (2) elect to be paid out compensatory time over 80 hours.
129. After receiving from the Sheriff a written request to suspend the mandated compensatory time off provisions for "Z" designated positions, if the request meets the requirements in the Annual Salary Ordinance to suspend the "Z" designation, then ERD shall issue its letter to the appropriate authority within 10 days.
130. Upon transfer to another City department or upon separation of employment through resignation, retirement or termination, a bargaining unit member who is designated "non-Z" or whose "Z" symbol has been suspended, shall be entitled to payout of all hours of compensatory time that the member has earned but not used at the time of transfer or separation, less any applicable deductions and withholdings. A bargaining unit member who transfers from Sheriff's Department to another City department shall provide written notice to the Sheriff's Department, prior to separation from the member's classification, of the member's desire to receive payout of all hours of compensatory time available under this section. At the direction of the Appointing Officer, an employee shall be required to use compensatory time off before transferring from another Department.

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III.F. HOLIDAYS AND HOLIDAY PAY

131. A holiday is calculated based on an eight (8) 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)

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

133. 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.

134. Notwithstanding paragraphs 131-133, the following days shall not be designated holidays for Fiscal Year 2010-2011:

- a) the second Monday in October (Columbus Day) (October 11, 2010);
- b) the third Monday in January (Martin Luther King, Jr.'s Birthday)(January 17, 2011);
- c) the third Monday in February (Presidents' Birthday) (February 21, 2011); and
- d) the last Monday in May (Memorial Day) (May 30, 2011).

135. Notwithstanding paragraphs 131-133, the following days shall not be a designated holidays for Fiscal Year 2011-2012:

- a) the second Monday in October (Columbus Day) (October 10, 2011);
- b) the third Monday in January (Martin Luther King, Jr.'s Birthday)(January 16, 2012);
- c) the third Monday in February (Presidents' Birthday) (February 20, 2012); and
- d) the last Monday in May (Memorial Day) (May 28, 2012).

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136. For each day previously designated as a holiday that will no longer be considered a holiday (“former holiday”):
137. If the former holiday falls on a day the employee is regularly scheduled to work, and the employee works, the employee will earn regular straight time pay. Only the employees required by the Department to meet minimum holiday staffing levels will work on the former holiday. The Department will select the employees to work on the former holiday by first offering the work first to the most senior employees in the required classification at the facility and on the watch who is regularly scheduled to work that day.
138. Other than the employees required to meet minimum holiday staffing, all other employees will not work on the former holiday, will not get paid and will not receive an in-lieu day.
139. The Department will not pay any employee holiday pay nor will any employee receive an in-lieu day for the former holiday. If the employee is not regularly scheduled to work on the former holiday, but the Department requires the employee to work in order to meet minimum holiday staffing, the employee will earn overtime pay at the applicable MOU rate, if the employee is otherwise eligible.
140. This section will sunset after the aforementioned designated four (4) former holidays in each respective fiscal year (FY 10-11 and 11-12) have been taken in accordance with this Agreement.
1. Holiday Pay For Employees Who Separate
141. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
2. Holidays That Fall On A Saturday
142. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

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3. In Lieu Holiday

143. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
144. In lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
145. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.
146. An in-lieu holiday not scheduled by the appointing officer shall be carried over to the succeeding fiscal year.

4. Holiday Compensation For Time Worked

147. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime as provided for elsewhere in this contract.
148. 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.

5. Holidays For Employees On Work Schedules Other Than Monday Thru Friday

149. 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.
150. 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

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designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

6. Holiday Pay For Employees Laid Off

151. 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.

7. Employees Not Eligible For Holiday Compensation

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

8. Part-Time Employees Eligible For Holidays

153. 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 on a proportionate basis.

154. 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.

155. 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.

9. Floating Holidays

156. Five (5) floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. Employees (both full time and

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part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off. An employee may carry over no more than the number of floating holidays accrued in one year from one fiscal year to the next fiscal year. The maximum floating holiday balance shall be no more than twice the number of floating holidays accrued in one year. Floating holidays may be used in hourly increments.

III.G. TIME OFF FOR VOTING

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

III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

1. Promotive Appointment In A Higher Class

159. An employee following completion of six (6) months of continuous service, and who is appointed to a position in a higher classification, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

160. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

161. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

162. For the purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's class shall be deemed promotive.

2. Non-Promotive Appointment

163. An employee who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new

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position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

3. Appointment Above Entrance Rate

164. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation grade under any of the following conditions under the following conditions:

165. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or

166. b. Loss of compensation would result if appointee accepts position at the normal step; or

167. c. A severe, easily demonstrated and documented recruiting and retention problem exists; and

168. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrant appointment above the entrance rate.

169. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

4. Reappointment Within Six Months

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

5. Compensation Adjustments

a. Prior Fiscal Year

171. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.

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172. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same pay grade in the same base class from which the promotional examination was held.

b. Salary Increase in Next Lower Rank

173. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatement to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

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

6. Compensation Upon Transfer Or Reemployment

a. Transfer

175. An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

b. Reemployment in Same Class Following Layoff

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

c. Reemployment in an Intermediate Class

177. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a

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salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

d. **Reemployment in a Formerly Held Class**

178. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary as provided for elsewhere in this agreement (loss of compensation section).

III.I. METHODS OF CALCULATION

1. **Bi-Weekly**

179. 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 pay period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. **Per Diem Or Hourly**

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

III.J. SENIORITY INCREMENTS

1. **Entry At The First Step**

181. Full-time employees entering at the first step may advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service, unless the City provides to the employee and the union express written justification for the denial of the step increase.

2. **Entry At Other Than The First Step**

182. Employees who enter a classification at a rate of pay at other than the first step may advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step, unless the City provides to the employee and the union express written justification for the denial of the step increase.

ARTICLE III – PAY, HOURS AND BENEFITS

3. Date Increment Due
183. Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided for in this agreement.
4. Exceptions
184. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
185. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
186. (1) An employee shall be compensated at the beginning of the compensation schedule plan, unless otherwise specifically provided for in this agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
187. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
188. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
189. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.

ARTICLE III – PAY, HOURS AND BENEFITS

190. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess on one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
191. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.
192. c. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

III.K. SICK LEAVE WITH PAY LIMITATION

193. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule 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.
194. 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 salary the employee would have received for the normal work schedule excluding overtime.

III.L. WORKERS' COMPENSATION

195. Employee supplementation of workers' compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers' compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.

ARTICLE III – PAY, HOURS AND BENEFITS

III.M. HEALTH AND WELFARE

1. Employee Health Care
196. The City agrees to continue to contribute the applicable rate per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of contribution is set pursuant to the Charter.
2. Dependent Care Health Benefits
197. Amount of Employee Contribution to be Paid by the City. The City shall contribute up to \$635.91 per month per employee to provide for dependent coverage for employees with one or more dependents.
3. Dental Coverage
198. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
4. Contributions While On Unpaid Leave
199. The City will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status, with the exception of approved sick leave or workers compensation, in excess of twelve (12) continuous weeks.
5. Single Employees
Fiscal Year 2010-2011
200. For "medically single"/Employee-Only employees (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits), the City shall contribute all of the premium for the employee's own health care benefit coverage.
Fiscal Year 2011-12 and Thereafter
201. The City and the Public Employees Committee will establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.
202. Should the committee not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above

ARTICLE III – PAY, HOURS AND BENEFITS

and the cost of City Plan coverage in the medically single/Employee-Only category.

203. If no mutual agreement on another option is reached as described in paragraph 202, and if an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically single/Employee-Only coverage under the City Plan.

III.N. RETIREMENT PICK-UP

204. Covered employees agree to pay their entire employee retirement contribution, which is seven percent (7%) of covered gross salary. In exchange, the City agrees to increase base wages as set forth in Section III.A.
205. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409

III.O. RETIREMENT RESTORATION

206. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the former holidays described in paragraphs 134 through 140, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the former holidays described in paragraphs 134 through 140 of this Agreement for the period used by the Public Employees' Retirement System ("PERS") to determine the employee's final compensation for retirement purposes (Final Compensation Period).

III.P. RETIREMENT SEMINAR RELEASE TIME

207. 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.
208. Employees must provide at least two-week 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.
209. All such seminars must be located within the Bay Area.
210. This section shall not be subject to the grievance procedure.

ARTICLE III – PAY, HOURS AND BENEFITS

III.Q. VACATIONS

211. Vacations will be administered pursuant to the Administrative Code, Article II, and Sections 16.10 through 16.16 and is incorporated herein by reference.

III.R. VOLUNTEER/PARENTAL RELEASE TIME

212. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
213. 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.S. LONG-TERM DISABILITY INSURANCE

214. For employees not transferred to the Sheriff's Department, the City shall provide to employees with six months of 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.

ARTICLE IV: WORKING CONDITIONS

IV.A. WORKING CONDITIONS AND PAST PRACTICES

215. Notwithstanding any language in this agreement or in the Memorandum of Accord (MOA) between the parties, the parties agree that the work practices and conditions for employees assigned to the Sheriff's Department shall conform to those of the members represented by the Deputy Sheriffs' Association, as set forth in the Sheriff's Policies and Procedures Manual, except for those policies and procedures applicable only to those holding peace officer status. The City provided those policies and procedures to the Union on May 11, 2006, and they are incorporated herein by reference. Nothing contained in those policies and procedures is made grievable by incorporation herein.
216. If the Sheriff changes any policies and procedures, that have been incorporated herein, that have an impact on the working conditions of bargaining unit members, the City and the Association agree to meet and confer regarding such changes.
217. The City and the Association have expressly agreed and acknowledge that the Association is expressly waiving only the right to enforce the provisions of Paragraph Number 12 of the Memorandum of Accord negotiated and signed by the IPOA and the Sheriff's Department, which is referenced in that provision known as Section 1.59 of the San Francisco Administrative Code, and is not waiving the right to enforce any other provision of that MOA.
218. Working practices and conditions for employees of other Departments shall follow the practices and conditions of their respective Departments.

IV.B. TRAINING

219. Members covered by this contract shall be provided with paid training deemed necessary by the department to perform their jobs. The City and the Union shall mutually develop an additional program which would permit members at the discretion of the department to attend training which would enhance their individual skills.

IV.C. UNIFORMS AND SAFETY EQUIPMENT

220. For employees required by the Appointing Officer to wear a uniform, beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide a uniform allowance each year in the amount of eight hundred fifty dollars (\$850). The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

ARTICLE IV – WORKING CONDITIONS

221. Bulletproof Vest. The City agrees to refurbish, repair or replace bulletproof vests for each represented employee required by their Appointing Officer to wear a bulletproof vest, as appropriate and in accordance with manufacturer's specifications. All bulletproof vests provided to employees remain the property of the City and must be returned to the City when an employee is issued a replacement vest.
222. Ammunition. For each member of the bargaining unit assigned to the Sheriff's Department, the City will provide an adequate amount of ammunition per month as determined by the Sheriff, to practice in order to qualify.

ARTICLE V: SCOPE

223. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2001.

V.A. SAVINGS CLAUSE

224. If any section, subsection, sentence clause, or phrase of this agreement is for any reason held to be unconstitutional or contrary to law, such decision shall not affect the validity of the remaining portions of this agreement. If any salary, wage or schedule of compensation herein fixed is held to be contrary to the provisions of the Charter, other law or statute, such decisions shall not affect the validity of any other salary, wage or schedule of compensation fixed in this herein. The Board of Supervisors hereby declares that it would have passed this agreement and each section, subsection, sentence, clause or phrase hereof, and approved and adopted each salary, wage or schedule of compensation herein, irrespective of the fact that anyone or more other section, subsection, clause or phrase may be declared unconstitutional, or that any other salary, wage or schedule of compensation may be declared contrary to law.

V.B. ZIPPER CLAUSE

225. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

V.C. PAST PRACTICE

226. The parties to this Agreement shall meet for the purpose of enumerating all past practices. The parties shall also meet to identify the current Civil Service Rules that are arbitrable. For the purposes of this section, a “past practice” shall mean either (i) an agreement between the City and the Union that has been in existence for at least one year and that addresses an appropriate subject to include in the collective bargaining agreement, or (ii) a known and well-established course of conduct that has been in existence for at least one year and that addresses an appropriate subject to include in the collective bargaining agreement.
227. 1. Any disputes regarding whether a past practice exists shall be submitted to binding arbitration no later than January 1, 1998, except that this date may be extended for up to an additional three months if requested by either party. The parties shall mutually agree to an arbitrator, pursuant to the provisions of this Agreement. The arbitrator’s sole authority shall be to determine whether a past practice exists, as defined

ARTICLE V – SCOPE

in this section. The arbitrator's decision shall be final and binding upon the parties, as provided in Charter Section A8.409.

228. 2. All past practices agreed by the parties to be included in the Agreement shall be appended to the Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. All past practices to be included in the Agreement by award shall be appended to the Agreement, subject to implementation pursuant to Charter Section A8.409. Thereafter, all alleged violations of appended past practices will be subject to the grievance and arbitration procedure of the Agreement.
229. There shall be no change or modification of any past practice or other understanding between the parties (except for those matters governed by the Civil Service Rules excluded from arbitration) until the parties reach final agreement on the inclusion of past practices into the agreement or until the arbitration award is issued pursuant to the provisions herein, whichever is later. Thereafter, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

V.D. CIVIL SERVICE RULES/ADMINISTRATIVE CODE

230. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. The City and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

V.E. DURATION OF AGREEMENT

231. This Agreement shall be effective July 1, 2010 and shall remain in full force and effect through June 30, 2012.
232. Although not a mandatory subject of bargaining, if requested in writing by the Union, the City agrees to meet and confer with the Union over a mutually satisfactory amendment to the City's contract with PERS to effect safety retirement improvements for represented employees. As set forth in Charter Section A8.506-2, any contract amendment shall be cost neutral. As set forth in Charter Section A8.409-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.

ARTICLE V – SCOPE

233. The parties agree to reopen this contract if the City agrees to pay the employee retirement contribution for members of the Deputy Sheriffs' Association.

