

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**THE LABORERS INTERNATIONAL UNION, LOCAL 261**

**JULY 1, 2006 - JUNE 30, 2009**

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*ARTICLE I – REPRESENTATION*

**ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Laborers International Union, Local No. 261 (hereinafter "Union").

**I.A. RECOGNITION**

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

3402 Farmer, Unit 1-N  
3417 Gardener, Unit 1-N  
3418 Gardener Assistant Supervisor, Unit 1-N  
3419 Municipal Stadium Groundkeeper, Unit 1-N  
3422 Park Section Supervisor, Unit 1-N  
3424 Pest Control Specialist, Unit 1-N  
3428 Nursery Specialist, Unit 1-N  
3430 Chief Nursery Specialist, Unit 1-N  
3432 Assistant Director, Arboretum, Unit 1-N  
3434 Tree Topper, Unit 1-N  
3435 Arborist Technician, Unit 1-N  
3436 Tree Topper Supervisor I, Unit 1-N  
7215 General Laborer Supervisor I, Unit 1-N  
7220 Asphalt Finisher Supervisor I, Unit 1-N  
7246 Sewer Repair Supervisor II, Unit 1-N  
7281 Street Environmental Services Operations Supervisor, Unit 1-N  
7404 Asphalt Finisher, Unit 1-N  
7421 Sewer Maintenance Worker, Unit 1-N  
7458 Switch Repairer, Unit 1-N  
7501 Environmental Service Worker, Unit 1-N  
7502 Asphalt Worker, Unit 1-N  
7514 General Laborer, Unit 1-N  
7540 Track Maintenance Worker, Unit 1-N

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

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the term of this Agreement.

**I.B. INTENT**

4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action.
5. Moreover, it is the intent of the Mayor's acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor or the Board has no jurisdiction.
6. Any provision of this Agreement that is deemed by a Department, Commission, Board or Division to be an administrative matter within its jurisdiction shall be subject, at the option of the Union, to expedited arbitration to determine whether or not the provision is an administrative matter within the jurisdiction of the Department, Commission, Board or Division.
7. Matters determined to be administrative within the jurisdiction of the Department, Commission, Board or Division shall not be binding upon said Department, Commission, Board or Division unless and until said specific provision(s) have been approved and adopted in writing by the Department, Commission, Board or Division.

**I.C. OBJECTIVE OF THE CITY**

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

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regulations of the Civil Service Commission.

**I.D. MANAGEMENT RIGHTS**

10. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.
11. The City and its departments retain all rights as set forth in the provisions in the Charter, existing ordinances and civil service rules establishing and regulating the civil service system; provided, however, that amendments to said existing ordinances may be proposed through the meeting and conferring process. These rights include, but are not limited to, the power, duty and right to hire, promote, transfer, assign and retain employees; to suspend or terminate for proper cause; to relieve employees of duties because of lack of work or lack of funds; to establish performance standards and evaluate employees; to determine and implement the methods, means, assignments, classifications, and personnel by which operations are to be conducted; and to initiate, prepare, modify and administer its budget. In no event shall the exercise of any of these rights conflict with any applicable Statute, Charter Provision, Civil Service Rule or any other pertinent provision of law.

**I.E. NO WORK STOPPAGES**

12. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and employees covered by this Agreement will not authorize or engage in any strike, slowdown, or work stoppage.

**I.F. GRIEVANCE PROCEDURE**

13. The following procedure is adopted by the Parties to provide for the orderly and efficient disposition of grievances and is the sole and exclusive procedure for resolving grievances as defined herein.
14. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

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Time Limits

15. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day", including weekends and holidays.

STEPS OF THE PROCEDURE

16. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure.
17. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
18. The grievant may have a Union representative present at all steps of the grievance procedure.
19. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) 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.
20. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
21. The immediate supervisor shall respond in writing within ten (10) days following receipt of the Step 1 written grievance.
22. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing within ten (10) days of receipt of the Step 1 answer. The intermediate supervisor must respond in writing within thirty (30) days of receipt of the Step 2 grievance.



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23. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee shall respond in writing within thirty (30) days of receipt of the Step 3 grievance.
24. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director shall respond to the appeal in writing within thirty-five (35) days of receipt of the Step 4 grievance.

**ARBITRATION**

25. If the Union is dissatisfied with the Step 4 response it may invoke arbitration by notifying the Director, Employee Relations in writing, within twenty (20) days of the date of the Step 4 decision.

Selection of the Arbitrator

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

Authority of the Arbitrator

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

Fees and Expenses of Arbitrator

29. Each party shall bear its own expenses in connection with the arbitration, including,

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but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost: All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties.

Hearing Dates and Date of Award

30. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
31. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income derived from any subsequent employment or unemployment compensation received by the employee.
32. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

**STEPS OF THE PROCEDURE (DISCIPLINARY GRIEVANCES)**

33. Step 1: The Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice imposing discipline. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) days following receipt of the appeal.
34. Step 2: The Union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days. The Director may convene a grievance meeting within twenty (20) days with the grievant and the grievant's Union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or if none is held within twenty (20) days of receipt of the appeal.

If the decision of the Director, Employee Relations is unsatisfactory, only the union may file a written appeal to arbitration with the Employee Relations Division no later

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than twenty (20) days following issuance of the final City decision.

Selection of the Arbitrator

35. Selection of an arbitrator shall be as in ARBITRATION above.

Expedited Arbitration

36. Upon mutual agreement between the City and the Union, expedited arbitration shall be used to hear appeals of all disciplinary actions short of termination.

**I.G. AGENCY SHOP**

37. 1. Establishment of Agency Shop

Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.

38. If agency shop is approved by a majority of those eligible to vote or be a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.

39. 2. Implementation of Agency Shop

Once agency shop has been established pursuant to the procedures outlined in Section I.G. above, the following shall apply.

40. a. Application

Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Units 1-N and 1-P when on paid status.

41. These provisions shall not apply to individual employees of the City in representation Unit 1-N and 1-P who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employee Relations

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Ordinance.

42. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

b. Agency Shop Fee

43. All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal.

3. Religious Exemptions

44. Any employee who demonstrates in a manner satisfactory to the Union that he or she is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying an agency fee to the Union, if such employee shall make a Qualified Charitable Contribution at the time and manner hereinafter prescribed:

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

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46.           b.     The Qualified Charitable Contributions shall be paid to one or more of the following qualifies charities so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:
- (1) American Cancer Society;  
(2) American Heart Association;  
(3) Muscular Dystrophy Foundation.
47.           c.     Payment of Qualified Charitable Contributions by persons and at the times and manner described in this section, shall be a condition precedent to continued employment. The employee shall supply the City and Union with an acknowledgment of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.
48.           d.     Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of Qualified Charitable Contributions shall, at the request of the Union or affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association . The employee and Union shall each bear one-half of the cost of said arbitration, including: the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting same.
4.           Payroll Deductions
49.           The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
50.           The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.
51.           Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union. Failure of an employee to comply with this Section shall be grounds

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for termination, in accordance with applicable City procedures.

52. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be regularly provided to the Union, at a cost not to exceed the actual cost, as determined by the Controller.

53. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

54. 5. Revocation of the Agency Shop Fee

The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

55. 6. Financial Reporting

Records of financial transactions shall be maintained and made available by the Union, as required by California Government Code Section 3502.5(d).

56. 7. Indemnification

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

57. 8. Hudson Compliance

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

Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in Hudson, 475 U.S. 292.

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**I.H. SHOP STEWARDS**

58. 1. The Union shall furnish the City with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. The City will only recognize those shop stewards officially designated in writing by the Union.
59. 2. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
60. 3. 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 shop steward release time will be equitably distributed. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present an informal grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
61. 4. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) the shop steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.
62. 5. Shop stewards shall not interfere with the work of an employee. It shall not constitute interference with the work of an employee for a shop steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.
63. 6. Shop stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute Union materials and to discuss employee rights and obligations under this Agreement.

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**I.I. BULLETIN BOARDS**

64. Upon request by the Union, departments shall provide reasonable space on bulletin boards for use by the Union to communicate with its represented employees.

**I.J. COPE CONTRIBUTIONS BY CHECK-OFF**

65. The City agrees that it will check off and transmit to the Laborers International Union, Local 261 Special Fund the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the names of these employees from whom such deductions have been made and the amount deducted for each such employee.

**I.K. RELEASE TIME - CIVIL SERVICE TEST RESULTS**

66. The Board of Supervisors urges all departments to, whenever possible, release people from their work locations in order to visit the Civil Service Commission with regard to matters affecting the particular individual as it pertains to testing and inspection of test results.



*ARTICLE II – EMPLOYMENT CONDITIONS*

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON-DISCRIMINATION**

67. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Section 16.9-25 of the Administrative Code.

**II.B. PERSONNEL FILES**

68. Except for routine payroll and personnel administration documents, an employee shall have the opportunity to review, sign and date any and all material to be included in the file. The employee may also attach a response to such materials within thirty (30) days of receipt. Except for routine payroll and personnel administration documents, all material in the file must be signed and dated by the author.
69. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
70. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.
71. Once the statute of limitations for the filing of civil litigation has run involving any material that has been sealed, the removal provisions of paragraph one shall apply.
72. It is understood that replacing the word "removed" with the word "sealed" above shall not be construed to change the intent of this section with respect to the

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department's access to such material. Rather, the intent of this change is to assure that the material is not discarded or destroyed so that it is available to the City Attorney only on an as needed basis. In the event a sealed file is to be opened, the department will notify the employee and allow the employee and his/her representative to be present.

73. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

### **II.C. SENIORITY**

74. It is recognized that the appointing authority has the sole authority regarding work shift assignments and the assignment of work generally. Nonetheless, and consistent with departmental operational needs, the Employee Relations Division, and the Union recommend and encourage City departments to give due consideration to departmental seniority in the bidding of work shifts, the making of temporary assignments and the selection of vacation time.

### **II.D. TRAVEL PAY**

75. Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport or Sharp Park shall be reimbursed for travel expenses to and from these locations in the amount of \$2.30 per day. Employees who reside within the City and County of San Francisco and are assigned to work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of \$2.00 per day.
76. Employees who reside within the City and County of San Francisco and are assigned to work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of \$7.00 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Civil Service Commission stating their legal residence is at a particular address in the City and County of San Francisco.

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**II.E. QUALIFIED APPLICATOR CERTIFICATE AND PESTICIDE CONTROL ADVISOR LICENSE**

77. 1. Employees who are required to obtain and maintain a valid Qualified Applicator Certificate and Pesticide Control Advisor License as a part of their work assignment shall continue to be reimbursed for continuing education classes required to maintain their license and the fee charged for renewing their certificate upon presentation of documentation that establishes verification of the successful completion of the course or renewal process.
78. 2. The reimbursement authorized by this section shall apply only to the renewal of required certificates and not to their initial acquisition.
79. 3. The City will reimburse the direct cost of acquiring and maintaining the license to those employees who work for the City departments who are required by their respective departments to use their advisor's license to write plans (advice) for the application of covered agents.
80. 4. The City will also reimburse those employees referenced above who work for "City" departments for the cost of their membership in the California Agriculture Production Consultants Association when such membership is required by the department.
81. 5. The City's negotiating representatives will attempt to attain a letter from the City Attorney setting forth the obligations of the City with respect to indemnification of employees for actions taken (or not taken) under their Pest Control Advisor License.

**II.F. RIGHT TO PRIVACY**

82. Employees will have a reasonable expectation of privacy when a department formally allows employees a closed work area as a locker and/or desk drawer with an individual key.

**II.G. SUBCONTRACTING**

1. "Prop J." Contracts
83. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of

*ARTICLE II – EMPLOYMENT CONDITIONS*

a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.

84. 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.
85. 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;
  - (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.
86. 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

87. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
88. b. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.

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89. c. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

**II.H. BARGAINING UNIT WORK**

90. The City agrees that it will not assign work currently performed by LIUNA represented employees under this Agreement to City employees in any other bargaining unit.

**II.I. REQUESTS FOR REASSIGNMENT**

91. Employees may request consideration for reassignment to a vacant permanent position. Vacant permanent positions shall be posted for a minimum of five (5) days.

**II.J. WORKFORCE REDUCTION**

Obligation to Meet & Confer on Employee Workloads

93. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.
94. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
95. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.

**II.K. GUIDELINES FOR SUPERVISOR WORKLOADS**

96. Upon written request by the Union, the Department will meet to establish guidelines regarding supervisory workloads with respect to span of control.

**II.L. PROBATIONARY PERIOD**

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97. Effective July 1, 2006, the probationary period, as defined and administered by the Civil Service Commission shall be:
98. 2080 hours for new appointees.
99. 1040 hours for a promotive appointment.
100. 520 hours for any other appointment type (i.e. bumping, transfers).
101. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.
102. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

*ARTICLE III – PAY, HOURS & BENEFITS*

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

**III.A. WAGES**

103. Effective July 1, 2006, all members of the bargaining unit shall receive a base wage increase of 7.0% in exchange for their agreement to resume paying their own employee retirement contribution to SFERS in the amount of 7.5% of covered gross salary.

104. In addition, all members of the bargaining unit will receive the following base way increases:

Effective December 30, 2006  
2.5%

Effective April 5, 2008  
2.0%

Effective April 4, 2009  
3.75%

105. All base wage increases shall be rounded to the nearest salary grade.

106. The following classifications shall enter at Step 5:

3418 Gardener Assistant Supervisor  
3422 Park Section Supervisor  
3430 Chief Nursery Specialist  
3436 Tree Topper Supervisor I  
7215 General Laborer Supervisor I  
7220 Asphalt Finisher Supervisor I  
7246 Sewer Repair Supervisor II  
7281 Street Environmental Services Operations Supervisor

**III.B. MAINTENANCE AND CHARGES**

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

*ARTICLE III – PAY, HOURS & BENEFITS*

**III.C. WORK SCHEDULES**

1. REGULAR WORK SCHEDULES

108. a. Unless otherwise provided a regular workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A regular workweek is a tour of duty of five (5) consecutive workdays within a seven (7) day period.
109. b. Current work schedules (Monday through Friday) as of the effective date of this agreement will remain in place unless a proposed change is mutually agreed to by the parties.
- c. Flexible Work Schedule
110. All classifications of employees having a normal workday may, with the appointing authority's permission, voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:
111. The employee must work five (5) days a week and forty (40) hours per week.
112. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined.
- d. Alternate Work Schedule
113. Subject to meet and confer, the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include a full-time workweek of less than five (5) days. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined.



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114. e. Exceptions:
115. (1) The 20-20 Educational Program.
116. (2) Specially funded training programs approved by the Department of Human Resources.
117. (3) Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
118. (4) Employees shall receive no compensation when properly notified at least two (2) hours prior to the start of the shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified, report to work, and are then informed no work applicable to the classification is available shall be paid for a minimum of two hours.
119. (5) Employees who begin their shifts and are subsequently relieved of duty due to the above-listed reasons shall be paid a minimum of four hours, computed to the nearest one-quarter hour.
120. (6) Work Schedules  
On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedule for such operations.
121. (7) The Employee Relations Division of the Department of

*ARTICLE III – PAY, HOURS & BENEFITS*

Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

122. (8) City-wide Voluntary Reduced Work Week  
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

123. (9) Voluntary Time Off Program  
The mandatory furlough provisions of CSC Rules shall not apply to covered employees.

f. General Provisions

124. Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

125. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The

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decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

g. Restrictions of Use of Paid Time Off While On Voluntary Time Off:

126. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.

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

h. Duration and Revocation of Voluntary Unpaid Time Off:

128. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

2. PART-TIME WORK SCHEDULE

129. A part-time work schedule is a tour of duty of less than forty (40) hours per week.

**III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES**

130. 1. REGULAR WORK SCHEDULES

Compensation fixed herein on a per diem basis are for a normal eight (8) hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of regular work schedules.

131. 2. PART-TIME WORK SCHEDULES

Salaries for part-time services shall be calculated upon the compensation for regular work schedules proportionate to the hours actually worked.

**III.E. ADDITIONAL COMPENSATION**

132. 1. NO PYRAMIDING

There shall be no pyramiding of benefits and or other premiums beyond that required by the provisions of the Federal Fair Labor Standards Act. Each

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premium shall be separately calculated against an employee's base rate of pay.

133. 2. **EXTENDED TOUR OF DUTY PAY**  
An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour.
134. Exception: Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid \$1.50 per day above the compensation to which they are otherwise entitled.
3. **CONTAINER CRANES PREMIUM**
135. Port employees of the Maintenance Department who are assigned to work full-time in watch-standing, maintenance and/or repair of container cranes shall be paid at a rate of fifteen percent (15%) above the base hourly rate for their classification for those hours actually worked on the cranes at the crane site.
4. **LEAD WORKER PAY**
136. Employees in non-supervisory classifications shall be entitled to a \$10.00 per day premium as follows:
- a. When designated by their supervisor or foreman to plan, design, sketch, layout, detail, estimate, or order material for a minimum of four (4) hours; or,
  - b. When at least two non-supervisory employees in the same class are assigned on any job and are not under the direction of a crew supervisor on site.
137. Employees are not eligible to receive both "Lead Worker" and "Acting Assignment Pay."

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5. STANDBY PAY

138. a. 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 twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten percent (10%) of their regular straight time rate of pay for 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 whose duties are primarily administrative in nature.

139. b. STANDBY PAY FOR EMPLOYEES OF THE PUBLIC UTILITIES COMMISSION ONLY

Employees of the Public Utilities Commission (“PUC”) 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 to perform their regular duties, shall be paid twenty percent (20%) of their regular straight time rate of pay for the period of such standby service. 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 at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

6. NIGHT SHIFT DIFFERENTIAL

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

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and 12 midnight. Shift pay of 8.5% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and 12 midnight.

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

7. ACTING ASSIGNMENT PAY

142. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal duties and responsibilities of a higher classification of a budgeted position shall be entitled to acting assignment pay, no earlier than the tenth (10<sup>th</sup>) consecutive work day of such an assignment and shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
143. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
144. c. Where the above requirements are satisfied, but an employee does not receive a premium, the employee must file a grievance within thirty (30) days of the assignment.

8. SUPERVISORY DIFFERENTIAL ADJUSTMENT

145. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose grade of compensation is set herein subject to the following conditions:
146. a. The supervisor, as part of the regular responsibilities of his/her class,

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- supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates or when on an intermittent and/or rotating supervisory assignment.
147. b. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
148. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
149. 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.
150. e. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation, grade exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
151. f. The adjustment of the compensation grade of the supervisor shall be to the nearest compensation grade representing, but not exceeding, one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised.
152. If the application of this Section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this paragraph are also met.
153. g. The decision of the Department of Human Resources as to whether the compensation grade of a supervisory employee shall be adjusted

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in accordance with this section shall be final and shall not be subject to grievance.

154. h. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

155. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.

156. i. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

157. j. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.

9. POWER TOOL/POT WORKER/ASPHALT SCREED WORKER/  
CONFINED SPACE PREMIUM

158. Employees assigned to perform work with pneumatic power tools, green machines, “chippers,” or a sawmill, or who are assigned work as “pot worker,” “asphalt screed worker,” or when working in a permit-required confined space shall receive a premium of \$1.25 per hour when using such tools or when working in a permit-required confined space in the performance of their duties. Effective July 1, 2007, the amount of this premium will increase to \$1.30 per hour. Effective July 1, 2008, the amount of this premium will increase to \$1.35 per hour.



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10. UNDERWATER DIVING PREMIUM

159. Represented employees shall be paid \$12.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.

160. The City shall provide all diving gear deemed necessary to the performance of this job assignment.

11. CLASS 7215 DISTRICT CAPTAIN PAY

161. Employees in Class 7215 General Laborer Supervisor I will receive an additional five (5) percent of pay when regularly assigned as a District Captain.

162. A District Captain will receive an additional five percent (5%) of pay for each day when their regularly assigned supervisor (Class 7281 Supervisor II) is absent.

12. SKILLED NURSING FACILITY “PASS THROUGH”

163. In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide “pass through” compensation for health care employees who are assigned to Skilled Nursing Facilities (“SNF”) for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the State law requires an August 1 to July 31 window period for determining compliance with the “pass through;” and that the law requires the city to repay such monies plus a 10% penalty should the City fail to comply.

164. The parties agree to provide for a premium to be paid to eligible employees at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.

165. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state

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funding for all eligible “pass through” compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on-going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than August 1, and terminate July 31 of each fiscal year for which funds are available.

166. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.

167. This premium shall continue only to the extent and for the time period provided by State Legislation and this MOU.

13. MEAL PROVISION FOR HETCH HETCHY ONLY

168. When an employee works longer than a ten (10) hour shift at a remote location, the City shall provide the employee with a meal or pay the employee the current per diem rate for the meal.

14. PUBLIC OUTREACH/PUBLIC SAFETY CROSS TRAINING PREMIUM

169. It is understood that bargaining unit members are frequently required to address social service needs and problems as well as threats to public health and safety posed in our streets and parks.

170. To ensure that bargaining unit members are trained adequately to deal directly with members of the public and to properly refer citizens to appropriate City agencies, all bargaining unit members shall be cross-trained with public outreach and public safety skills which shall include techniques in safely

171. In 2004-05, Departments shall develop and administer this cross training program and shall certify each employee’s successful completion. Training shall be mandatory for all covered employees.

172. Effective July 1, 2005, covered employees shall receive a 1% premium for all paid hours for successful completion of Public Outreach/Public Safety cross training. Employees shall be required to participate in training and maintain

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certification on an ongoing basis.

15. DEPARTMENT OF PUBLIC WORKS-LABORERS APPRENTICESHIP PROJECT

173. Employees appointed to Class 7501 Environmental Service Worker who are actively enrolled in the Laborers Apprenticeship Project shall be compensated as follows:

174. a. For Fiscal Year 2004-2005, employees appointed to Class 7501 Environmental Service Workers who are enrolled in the Department of Public Works-Laborers Apprenticeship Project shall enter at Step 2. Upon satisfactory completion of 500 actual hours worked in the Apprenticeship Project, employees will advance to Step 3.

175. b. Effective July 1, 2005, employees appointed to Class 7501 Environmental Service Worker who are enrolled in the Laborers Apprenticeship Project shall be compensated in relation to a Class 7514 General Laborer based on actual hours worked as follows:

Time in the Appren. Project (Actual Hours Worked)	Compensation
Upon Appointment	55% of 5 <sup>th</sup> Step 7514 General Laborer
500 hours	60% of 5 <sup>th</sup> Step 7514 General Laborer
1000 hours	65% of 5 <sup>th</sup> Step 7514 General Laborer
1500 hours	70% of 5 <sup>th</sup> Step 7514 General Laborer
2000 hours	75% of 5 <sup>th</sup> Step 7514 General Laborer
2500 hours	80% of 5 <sup>th</sup> Step 7514 General Laborer

176. c. Hours spent at the Training Center or at on-site DPW training shall not count toward actual hours worked for purposes of advancement in compensation as delineated in section a. and b. above.

177. d. Actual hours worked during fiscal year 2004-2005 will be counted to meet required service for purposes of compensation.

178. The Department of Public Works-Laborer’s Apprenticeship Project shall be jointly administered consistent with the Project Guidelines appended for informational purposes only to the MOU (Attachment A). The City shall allocate to the Union’s Local 261 Training Fund up to two thousand, four hundred and fifty dollars (\$2,450)

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per each full-time 7501 Environmental Service Worker participant in the Project per fiscal year; and up to a maximum of fifty-eight thousand, five hundred dollars (\$58,500) per fiscal year, which shall be used by the Union to provide funding for the Project training program, including administrative costs and training-related expenses.

179. Additionally, the City shall allocate to the Union up to seventy-five thousand dollars (\$75,000) to fund a labor-management ombudsman to be employed by the Union and to provide employment counseling, mediation and facilitation services for Environmental Service Workers in the Project.

**III.F. OVERTIME - COMPENSATION**

180. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
181. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
182. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
183. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing

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officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time- and -one-half, pursuant to the provisions of this agreement.

184. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for over-time worked, but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
185. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Subject to availability of funds, covered non-Z employees, upon their request, shall be able to cash-out accumulated compensatory time off at end of the fiscal year. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.
186. The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment.
187. For the purposes of determining the rate of pay (i.e. straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used.

**RECORDATION OF OVERTIME**

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

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**III.G. HOLIDAYS AND HOLIDAY PAY**

191. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:

January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

192. Provided further, that if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following shall be designated a holiday.

193. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States shall be designated a holiday.

1. **HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

194. 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**

195. 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

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public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

3. HOLIDAY COMPENSATION FOR TIME WORKED

196. 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. At the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.

4. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

197. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

198. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.

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5. HOLIDAY PAY FOR EMPLOYEES LAID OFF

199. 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.

6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

200. 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.

7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

201. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.

202. 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.

203. 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.



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8. FLOATING HOLIDAYS

204. Five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer. Employees (both full time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. No compensation of any kind shall be earned or granted for floating holidays not taken.

**III.H. TIME OFF FOR VOTING**

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

**III.I. SALARY GRADE PLAN AND SALARY ADJUSTMENTS**

206. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
207. 2. Appointments may be made by an appointing officer at any step in the compensation grade upon recommendation of the Human Resource Director under the following conditions:
208. a. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in his/her former classification; or
209. b. Loss of compensation would result if appointee accepts position at the normal step; or
210. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the

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particular class should be above the normal step; and

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

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

213. 3. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS**

214. An employee who has completed six (6) months of 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:

215. The employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

216. For purpose of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

217. 4. **NON-PROMOTIVE APPOINTMENT**

When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive 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.

5. **RE-APPOINTMENT WITHIN SIX MONTHS**

218. A permanent employee who resigns and is subsequently re-appointed to a

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position in the same classification within six (6) months of the effective date of resignation shall be re-appointed to the same salary step that the employee received at the time of resignation.

6. COMPENSATION ADJUSTMENTS

219. a. Prior Fiscal Year  
When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same 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.
220. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.
221. b. Salary Increase in Next Lower Rank  
When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment that would involve a change of residence.
222. 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

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compensation grade higher than the protected salary of the employee.

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

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

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

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

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

227. d. Re-employment in a Formerly Held Class  
An employee who has completed the probationary period in an

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entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

**III.J. METHODS OF CALCULATION**

228. 1. **BI-WEEKLY**  
An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
229. 2. **PER DIEM OR HOURLY**  
An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
230. 3. **CONVERSION TO BI-WEEKLY RATES**  
Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

**III.K. SENIORITY INCREMENTS**

231. 1. **ENTRY AT THE FIRST STEP**  
Full-time employees entering at the first step may advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
232. 2. **ENTRY AT OTHER THAN THE FIRST STEP**  
Employees who enter a classification at a rate of pay at other than the first step may advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

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233. 3. DATE INCREMENT DUE

Full time employees may advance to the second step upon completion of six (6) months of continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees may advance to the second step upon completion of 1,040 continuous hours of service, and to each successive step upon completion of 2,080 continuous hours of service.

4. EXCEPTIONS

234. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee may receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

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

236. (1) An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this agreement. Employees may receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

237. (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.

238. (3) Advancement through the increment steps of the

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compensation grades may accrue and become due and payable on the next day following completion of required service provided that the above procedure for advancement to the compensation grade increment steps is modified as follows:

239. (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.
240. (b) An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
241. (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.
242. c. Satisfactory Performance. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of his/her intent to withhold a step increase at that time. A copy of the notice shall be provided to the Union.
243. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.

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244. If an employee’s step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee’s anniversary date shall be unaffected by this provision.
245. 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.
- d. EMPLOYEES IN CLASS 7501 ENVIRONMENTAL SERVICE WORKER
246. Employees in Class 7501 shall advance to the next salary step upon completion of twelve (12) weeks of continuous service within the trainee program. Increments shall accrue and become effective as provided under sub-section (3) of this section.

**III.L. HEALTH INSURANCE**

247. 1. EMPLOYEE HEALTH CARE
- Pursuant to the City Charter, the City agrees to contribute the amount applicable per month directly into the City Health Services System for each employee who is a member of the Health Services System. The level of benefits is set pursuant to the City Charter and the Health Services System.
248. 2. DEPENDENT HEALTH CARE PICK-UP
- The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium charged for the employee plus two or more dependents category.
249. 3. SINGLE EMPLOYEES HEALTH CARE CONTRIBUTION
- For “medically single” employees, i.e., benefited employees not receiving the contribution paid by the City for dependant health care benefits, the City shall



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contribute all of the premium for the employee's own health care benefit coverage.

4. DENTAL COVERAGE

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

251. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

5. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND

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

6. BENEFITS WHILE ON UNPAID LEAVE

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

**III.M. RETIREMENT PICK-UP**

254. Effective July 1, 2006, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

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255. Any City pick-up of an employee's contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

**PRE-RETIREMENT SEMINARS**

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

**III.N. FAIR LABOR STANDARDS ACT**

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

**III.O. FEDERAL MINIMUM WAGE**

260. Notwithstanding any of the other provisions of this agreement, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

**III.P. SICK LEAVE WITH PAY LIMITATION – DISABILITY LEAVES**

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

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**III.Q. STATE DISABILITY INSURANCE ENABLER**

262. Upon proper notification from the Union, the City shall cause all employees covered by this agreement to be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.

**III.R. WORKER’S COMPENSATION AND SDI SUPPLEMENTATION**

263. An employee who is absent because of an occupational or non-occupational disability (“disability leave”) and who is receiving Worker’s Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance (“disability indemnity pay”), may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee’s appointing officer’s approval.
264. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee’s normal salary unless the employee makes an alternative election as provided in this section.
265. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
266. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
267. Pursuant to Civil Service Rule 120.23, an employee returning from disability leave as defined by Civil Service Rule 120.23 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

**III.S. PILOT WELLNESS INCENTIVE PROGRAM**

268. The City will continue the pilot "wellness incentive program" to promote workforce attendance for the term of the agreement.
269. A full-time employee leaving the employment of the City upon service or disability

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retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

270. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

271. Example of Calculation

Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separation.

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

273. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

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

**III.T. MUNICIPAL TRANSIT AUTHORITY INCENTIVE PROGRAMS**

275. Consistent with Charter Section 8.A100, the Municipal Transit Authority (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals.

276. The MTA Performance and Attendance Incentive Programs apply only to employees in “service-critical” classes at MTA.

277. The benefits of these programs are only available to “service-critical” employees while employed at MTA. Employees who leave or transfer out of “service-critical” employment at MTA lose the benefits of these programs.

278. Goal percentage requirements and effective dates for Performance Incentives are updated in June of each year. Information regarding the goals and effective dates will

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be published and posted on the MTA website. Information on qualifying periods, rewards and/or compensation for Attendance Incentives will also be posted on the MTA website or made available in hard copy upon request of the Union.

#### **III.U. VOLUNTEER/PARENTAL RELEASE TIME**

279. 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).
280. 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.V. LONG-TERM DISABILITY TIME**

281. The City shall provide employees with six (6) months continuous service a Long-Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

#### **III.W. EDUCATION FUND**

282. Effective July 1, 2005, a one time allocation of 1% of the bargaining unit's payroll will be dedicated to an education fund to be administered by Dept. of Human Resources for course work and training related to subjects germane to job duties of covered employees. The parties will meet within 90 days of ratification of this agreement to establish criteria for use of these training funds. Employees in covered classifications may be eligible to receive a maximum of five hundred dollars (\$500) per fiscal year from the education fund. Reimbursement will be administered in accordance with Department of Human Resources Guidelines. Unexpended funding as of June 30<sup>th</sup> of any fiscal year shall be carried over to the next fiscal year.

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**PROFESSIONAL ORGANIZATION FEES**

283. An employee may utilize up to a maximum of one hundred dollars (\$100) per fiscal year for professional association memberships related to their employment.

**III.X. RETIREE MEDICAL BENEFITS COMMITTEE**

284. The City and the Union agree that it is in the interests of the public and all City employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, the Union and City agree to participate in a City-wide Retiree Health Benefits Committee to study and make recommendations regarding funding of retiree health benefits.

*ARTICLE IV – WORKING CONDITIONS*

**ARTICLE IV - WORKING CONDITIONS**

**IV.A. PROTECTIVE CLOTHING**

285. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.
286. The City agrees to provide protective prescription eyewear every 24 months.
287. The City agrees to provide protective footwear (i.e. work boots) every 18 months or as needed. In the event of a dispute, the final determination will be made by the Department’s health and safety officer.

**WORK CLOTHING**

288. Upon written request by the Union, a department will meet and confer to discuss providing appropriate required work clothing to employees.

**RAIN GEAR**

289. Employees covered by this agreement may be provided with coveralls or other protective clothing as deemed appropriate by and authorized by the Appointing Officer and subject to the availability of funds.
290. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of a hat, coat, pants and rubber overshoes.
291. Protective clothing or rain gear that is worn out or becomes unusable through the course of employment shall be replaced by the department.
292. Protective clothing or rain gear that is lost or becomes unusable through the negligence of the employee will be replaced by the employee, as follows:

Age of Item Lost/Unusable	Employee's Cost to Replace
1-12 Months	100% of replacement cost
12-24 Months	50% of replacement cost
25-36 Months	25% of replacement cost





*ARTICLE IV – WORKING CONDITIONS*

- 301. Motivating employees to help;
- 302. Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
- 303. Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;
- 304. Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;
- 305. Providing crisis intervention services;
- 306. Providing follow-up assistance to support and guide employees through the resolution of their problems; and by
- 307. Acting as an education and training resource.
- 308. Employees shall be able to access the EAP through calling directly (self-referral), through the MTA Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.
- 309. Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.
- 310. If an outside EAP vendor is approved and selected, the vendor shall be required to establish a 24-hour telephone hotline for immediate and confidential self-referral.
- 311. The EAP is intended to help employees to:
  - Assess and clarify their problems early;
  - Develop a plan of action to resolve their problems;
  - Determine if professional assistance is needed;

*ARTICLE IV – WORKING CONDITIONS*

Help employees find the right treatment;  
Supply a providers list with a range of services.

2. Organization

a. The Joint Labor-Management Committee:

312. (1) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.
313. If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.
314. (2) Officers: The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The Director of Transportation shall provide staff support to the Committee as appropriate.
315. (3) Quorum: A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.
316. (4) Functions: To review and make recommendations regarding the Peer Assistance Program, the peer assistants to be hired, and the employee education program. The Committee shall report its recommendations to the Director of Transportation and the Substance Abuse Professional (SAP) or their designee for action.

*ARTICLE IV – WORKING CONDITIONS*

317. (5) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

b. The Director of Transportation:

318. The Director of Transportation designee will manage all aspects of the Substance Abuse Program. He/she shall have appointing and removal authority over all substance abuse program personnel, and shall be responsible for the supervision of the peer assistants and SAP, and administration of all substance abuse programs.

3. The EAP/ Program:

319. The City and the Unions may conclude that it is in the best interest of all concerned to establish a uniform EAP Program for all employees deemed “safety-sensitive” pursuant to the DOT Regulations. On this basis, the parties agree that (1) the Director of Transportation may engage an outside contractor to provide these services; and (2) if an outside contractor is selected, this outside contractor may be the same contractor selected by the Transport Workers-San Francisco Municipal Railway Trust Fund for the EAP Program established pursuant to the Agreement between the MTA and TWU Local 250A.

4. The Peer Assistance System:

a. Structure:

320. A Peer Assistance system shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all MTA work sites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

b. Qualifications:

*ARTICLE IV – WORKING CONDITIONS*

321. (1) An employee who is a former substance abuser who has been “clean” and/or sober for at least one year and who continues to participate in a 12-step program, or
322. (2) An employee who is related to an addict or alcoholic and who has participated in a self-help group for co-dependency.
323. (3) Who is willing to make a minimum of a two-year commitment as a peer assistant, and
324. (4) Who agrees to participate in prescribed training.
325. (5) An employee who does not meet the criteria of 1 or 2 but who is willing to be trained and to commit for 2 years will also be considered, in the event there are not enough candidates that meet criteria 1 or 2.
326. (6) An individual must be able to maintain confidentiality.
327. c. Duties:
328. (1) Be available to employees who appear to need or request assistance, to deal with chemical dependency.
329. (2) Maintain strict confidentiality.
330. (3) Identify the nature of the problem.
331. (4) Discuss confidentiality of program with employees.
332. (5) Receive clinical direction and training from the SAP and other CADAC Clinical Supervisors.
333. (6) Discuss the options of available resources.
334. (7) Refer the employee to the EAP.
335. (8) Report to the Peer Assistance Coordinator as required.
336. (9) Follow-up with employees during and after treatment subject

*ARTICLE IV – WORKING CONDITIONS*

to the direction of the Peer Assistance Coordinator and the clinical supervision by the SAP.

337. (10) Staff the night, weekend and holiday crisis hotline (pager).

d. Staffing:

338. There shall be one full-time Peer Assistant who shall report directly to the Peer Assistance Coordinator appointed pursuant to the Local 250A Agreement.

e. Volunteer Peer Assistants:

339. (1) Up to eight (8) Volunteer Peer Assistants.

340. (2) Assist peer assistants upon request during their off-duty time.

341. (3) They shall participate in designated training.

342. (4) Their activities shall be within the limits of their training.

343. (5) Volunteer peer assistants will receive no compensation for their services.

f. Functions:

344. The Joint Labor/Management Committee shall develop the procedures for the Peer Assistance System after consultation with the SAP and/or Director of Transportation or designee.

g. Civil Service Commission Approval:

345. The parties recognize that the use of peer assistants is subject to the approval of the Civil Service Commission. The Commission has approved the use of peer assistants subject to the receipt of waiver and release acknowledgments signed by each employee and the union. The Civil Service Commission will withdraw its approval if the required acknowledgments are not obtained by the affected employees and the union.

5. Pay Status During Voluntary Self-Referral Treatment

*ARTICLE IV – WORKING CONDITIONS*

346. a. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
347. b. In the case of the up to two voluntary, employee-initiated referrals, the MTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.
6. Non-Paid Status During Treatment After Positive Test
348. The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.
7. Education and Training
349. The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.
350. The Joint Labor/Management Committee shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. The Director of Transportation and the SAP shall act on the training program developed by the Committee. Certain training required by the DOT Regulations shall be conducted by the SAP.
8. Confidentiality
351. Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

*ARTICLE IV – WORKING CONDITIONS*

9. Funding

352. During the term of this Agreement the Employee Assistance Program shall be funded by the City in an amount not to exceed \$75,000 each fiscal year.

10. Special Provisions

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

**IV.D. SUBSTANCE ABUSE TESTING PROGRAM**

354. The City and Union shall begin meeting and conferring in regard to establishing a mutually agreed upon substance-abuse testing program to be implemented during the term of the agreement for safety-sensitive employees in positions that are not currently covered by the federal Department of Transportation testing regulations.

*ARTICLE V – SCOPE*

**ARTICLE V - SCOPE**

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

**V.A. ZIPPER CLAUSE**

356. Except as may be amended through the procedure provided herein, 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.

**PAST PRACTICE**

357. Any past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

**CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

358. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. Such Civil Service Rules and Administrative Code provisions shall be appended by reference to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors.
359. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration



*ARTICLE V – SCOPE*

process of the Agreement. After such Civil Service Rules and Administrative Code sections are appended by reference to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

360. 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.B. SAVINGS CLAUSE**

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

**V.C. DURATION OF AGREEMENT**

362. This Agreement shall be effective July 1, 2006 and shall remain in full force and effect through June 30, 2009.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**FOR THE CITY**

**FOR THE UNION**

\_\_\_\_\_  
Philip A. Ginsburg  
Human Resources Director

\_\_\_\_\_  
Oscar De La Torre  
Business Manager – Secretary/Treasurer

\_\_\_\_\_  
Micki Callahan  
Assistant Employee Relations Director

\_\_\_\_\_  
Vince Courtney  
Business Representative

\_\_\_\_\_  
Alice Villagomez  
Chief Negotiator

**APPROVED AS TO FORM:**  
**DENNIS J. HERRERA, City Attorney**

\_\_\_\_\_  
Elizabeth Salveson  
Chief Labor Attorney

**APPENDIX A**  
**AGREEMENT BETWEEN**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**LABORERS, LOCAL 261**  
**PAST PRACTICES**

*The parties agree to amend the Collective Bargaining Agreement by appending the following list of past practices thereto pursuant to Section V.B. of the Agreement.*

Call-Back Provision

The issue of travel time shall be addressed by including the following language into the MOU: “Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of their work day and departure from their place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate.” This section shall not apply to employees who are called back to duty when on stand-by status.

Start Time

Voluntary early starts are subject to management approval.

Overtime

Overtime shall be offered on a rotating basis.

Parking

Parking provided at no cost, as available.

Tools

Tools supplied by the City which are necessary to perform assigned duties.

Safety Meetings

Safety meetings shall be held in accordance with State CAL-OSHA requirements.

License Renewal

Time off shall be granted to members to renew special licenses (excluding driver’s license) when required by the City.

## *APPENDIX A*

### Vacation Sign-Ups

Sign –ups for vacations are established by individual work site, bureau, division, and section.

Seniority for vacation shall be by individual work site, bureau, and section.

### Uniforms

Represented employees are not required to wear uniforms except where currently required to do so.

### Clean-up

Appropriate clean-up time before meal breaks and at the end of the work day shall be provided.

Appropriate clean-up time for gardeners shall be provided after spraying, as determined necessary upon consultation with the employee's supervisor (to include the 3424 Pest Control Specialist).

### Lockers

Lockers are available as provided by each department.

### Use of City Vehicle

Employees may take City vehicles home when assigned by their supervisor.

### Discipline

Upon employee request, Local 261 is to be notified regarding any proposed disciplinary action for members of the bargaining unit.

### Staffing Level

Departments using Class 7501 Environmental Service Worker shall maintain the level of Class 7514 Laborer and Class 3417 Gardener staffing as existed at the start of the program and this level shall be maintained throughout the use of Class 7501 Environmental Service Worker.

Departments shall provide thirty (30) days' notice to the Union prior to discontinuing the use of Class 7501 Environmental Service Worker.

### Guidelines for Volunteers and Alternate Work Programs

Participation of volunteers and/or alternate work program participants will be limited to the performance of ancillary bargaining unit activities.

The parties acknowledge that the continuation of the assignment of bargaining unit related activities to volunteer and/or alternate work programs is subject to the concurrence of Local 261.

## APPENDIX A

The City will notify Local 261 and meet and confer upon request prior to implementing any new volunteer and/or alternate work programs, which may impact the bargaining unit.

Appropriate bargaining unit members will be assigned to direct the work of volunteer and/or alternate work program participants involved in bargaining unit related work.

To ensure a healthy and safe work environment, volunteer and/or alternate work program participants will not use power tools unless mutually agreed to by the City and Local 261.

In the event of layoff(s), volunteers and/or alternate work program participant(s) will not displace 3417's or 7514's.

### Provisions Which Apply to Department of Public Works Only

The Department of Public Works will continue the current annual bid system; however, in recognition of the Department's need for flexibility in relation to operational need, the Department will meet and confer with the Union regarding proposed modification to the bid system.

### Provisions Which Apply to PUC Department Only

Housing at Moccasin shall be administered in accordance with the policies established by the Public Utilities Commission.

Short-term assignments to a different work location are made with transportation provided by PUC.

Workers assigned to work out of Early Intake bunkhouse will be provided meals and lodging when the bunkhouse is open.

### Provisions Which Apply to Recreation and Parks Department Only

The current annual bid system for gardeners shall continue.

### Camp Mather

There shall be sign-up sheets to work at Camp Mather.

Room and board while at Camp Mather provided per Annual Salary Ordinance.

All employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.

## *APPENDIX A*

Overtime at Camp Mather will be administered in accordance with the Camp Mather Rules cited below:

- Based on Gardener's departmental seniority;
- Sign-ups will be March of each year;
- Must receive Supervisor's approval to go;
- An individual gardener may attend once and restricted until sign-up list has been cycled through;
- Periods will be two (2) weeks in the months of May and September of each year.
- Gardeners shall sign up for either Spring or Fall;
- Gardeners may be required to work everyday while at Camp Mather, must be willing to work 12 days, eight hour days; if assigned, weekend work shall be compensated according to the MOU.
- Notice of Invitation will be three (3) working weeks before date of assignment.
- Gardeners will be required to work regardless of weather conditions.
- One person per section/complex will be allowed to go by department, seniority and season.