

AGREEMENT

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

**THE INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO**

FOR FISCAL YEARS

2003-2004, 2004-2005 and 2005-2006

Revised Pursuant to Amendment #4

TABLE OF CONTENTS

ARTICLE I: REPRESENTATION..... 2

I.A. RECOGNITION..... 2

 1. Successor Representation 2

 2. Unit Assignment Resolution 2

I.B. NO WORK STOPPAGES 2

I.C. MANAGEMENT RIGHTS 3

I.D. UNION/CITY COMMITTEES..... 3

 1. Union/City Relations Committee 3

 2. Joint Government Efficiency Committee 3

 3. Internal Placement Committee 3

 4. Union/City Partnership 4

I.E. GRIEVANCE PROCEDURES 4

 1. Definition..... 4

 2. Time Limits 5

 3. Steps of the Procedure 5

 4. Arbitration 7

 5. Selection of the Arbitrator 7

 6. Authority of the Arbitrator 7

 7. Fees and Expenses of Arbitrator 7

 8. Hearing Dates and Date of Award..... 8

 9. Discipline/Discharge Grievances 8

 10. Expedited Arbitration 9

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS..... 10

 1. Official Representatives 10

 2. Stewards 11

I.G. UNION LEAVE 12

I.H. UNION SECURITY 12

 1. Authorization for Deductions 12

 2. Dues Deductions..... 12

 3. Fair Share Agreement..... 12

 4. Implementation..... 13

 5. Service Fee 13

 6. Financial Reporting 13

 7. Religious Exemption 14

 8. Payroll Deduction..... 14

 9. Employee Lists 14

I.I. BULLETIN BOARDS..... 14

I.J. NEW HIRES 15

I.K. DATA 15

I.L. ADDITIONAL DATA..... 15

ARTICLE II: EMPLOYMENT CONDITIONS 16

II.A. NON-DISCRIMINATION..... 16

II.B. PROBATIONARY PERIOD..... 16

II.C. PROFESSIONAL STANDARDS..... 19

II.D. REASONABLE ACCOMODATIONS..... 19

II.E. SUBCONTRACTING OF WORK 20

 1. "Prop J." Contracts 20

 2. Personal Services Contracts 20

II.F. EMPLOYEE REASSIGNMENTS..... 21

II.G. WORKFORCE REDUCTION..... 21

 1. Obligation to Meet & Confer on Employee Workloads..... 21

 2. Advance Notice of Pending Layoffs 22

 3. Layoff Procedures 22

**II.H. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON
LAYOFF FROM PERMANENT POSITION 22**

II.I. TRAVEL REIMBURSEMENT 22

 1. Municipal Railway 22

 2. Automobile Allowances 22

 3. Mileage Allowance..... 23

II.J. PARKING FACILITIES 24

II.K. OUT-OF-AREA AUDITS - PERSONAL PROPERTY AUDITORS..... 24

II.L. MEAL ALLOWANCE 24

II.M. TRAVEL PAY 24

**II.N. CELL PHONE USAGE FOR HOME HEALTH REHABILITATION
PROFESSIONALS..... 25**

II.O. PERSONNEL FILES 25

II.P. PUC/CIP "PROJECT LABOR AGREEMENT" 26

ARTICLE III: PAY, HOURS AND BENEFITS 27

III.A. WAGES 27

III.B. ADDITIONAL COMPENSATION 27

 1. Wage Corrections, Adjustments, and Studies..... 27

 2. Acting Assignment Pay..... 32

 3. Acting Assignment Pay for Water Quality Chemists 32

 4. Acting Assignment Exceptions..... 32

 5. Supervisory Differential Adjustment 33

 6. Lead Person Pay..... 34

 7. PUC/CIP Planning Function Assignment Pay 34

 8. Supervisory Differential for Classification 2924 Medical Social Work Supervisor 35

 9. Licensed Civil/Structural Engineers 35

 10. Certificate of Competency..... 35

 11. Bilingual Premium..... 35

 12. Salary Credits (Deferred Compensation) 36

 13. Standby Pay 38

14. Call Back	38
15. Night Duty	38
16. County Surveyor Premium	39
17. MTA Performance/Attendance Incentive Pay	39
18. Underwater Diver Pay	39
III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT	39
1. Promotive Appointment in a Higher Class.....	39
2. Probationary Periods for Promotive or Lateral Appointments.....	40
3. Non-promotive Appointment	40
4. Appointment Above Entrance Rate.....	40
5. Reappointment Within Six Months	41
6. Compensation Adjustments.....	41
7. Compensation Upon Transfer or Reemployment.....	42
III.D. METHODS OF CALCULATION	43
1. Monthly	43
2. Bi-Weekly.....	43
3. Per Diem or Hourly	43
4. Weekly.....	43
5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly	43
6. Daily Rates for Monthly and Bi-Weekly	44
7. Conversion to Bi-Weekly Rates.....	44
III.E. SENIORITY INCREMENTS.....	44
1. Advancement Through Salary Steps	44
2. Date Increment Due.....	44
3. Schedule of Salary Increments	44
4. Exceptions.....	45
III.F. WORK SCHEDULES.....	46
1. Regular Work Schedules	46
2. Flexible Work Schedule	46
3. Alternate Work Schedule	47
4. Voluntary Reduced Work Week	47
5. Voluntary Time Off Program (“VTOP”)	47
6. General Provisions	47
7. Restrictions on Use of Paid Time Off while on Voluntary Time Off	48
8. Duration and Revocation of Voluntary Unpaid Time Off.....	48
9. Notice of Change in Work Schedule	48
III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME	48
1. Non-Z Designated Classifications:.....	48
2. Z-Designated Classifications.....	49
3. Part-Time Employees	50
III.H. FAIR LABOR STANDARDS ACT	50
III.I. HOLIDAYS.....	50
1. Holiday Compensation for Time Worked	51
2. Holidays for Employees on Work Schedules Other Than Monday Through Friday.....	52

3. Holiday Pay for Employees Laid Off.....	52
4. Employees Not Eligible for Holiday Compensation.....	52
5. Part-time Employees Eligible for Holidays.....	52
6. Holiday Compensation for Employees Working Alternative Work Schedules.....	53
7. Z Employees.....	53
III. J. VACATION	53
1. Definitions.....	53
2. Award and Accrual of Vacation.....	53
III.K. TIME OFF FOR VOTING.....	54
III.L. PROVISIONAL EMPLOYEES.....	54
III.M. PER-DIEM REHABILITATION PROFESSIONALS.....	55
III.N. HEALTH AND WELFARE AND DENTAL INSURANCE	55
1. City Contribution.....	55
2. Benefits While on Unpaid Leave	55
3. Hetch Hetchy Stipend.....	55
4. Life Insurance.....	56
III.O. RETIREMENT.....	56
1. Retirement Payments.....	56
2. Quarterly Report and Annual Meeting	57
3. Safety Retirement	57
4. Release Time for Pre-Retirement Planning Seminars	57
5. Miscellaneous Retirement Improvement	57
III. P. STATE DISABILITY INSURANCE (SDI)	58
III.Q. WORKER’S COMPENSATION LEAVE	58
III.R. LONG TERM DISABILITY.....	59
III.S. RETURN TO WORK	59
III.T. SICK LEAVE.....	60
1. Accumulation	60
2. Pilot Wellness Incentive Program	60
3. Example of Calculation	60
III.U. PARENTAL RELEASE TIME.....	61
III.V. LIABILITY	61
<u>ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES</u>	62
IV.A. EMPLOYEE DEVELOPMENT FUND	62
IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS	62
IV.C. PROFESSIONAL ASSOCIATION MEETINGS	63
IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS.	63
IV.E. EDUCATIONAL PROGRAMS.....	63
IV.F. EMPLOYEE SUGGESTION PROGRAM.....	63
IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS	63

ARTICLE V: WORKING CONDITIONS 64

V.A. HEALTH AND SAFETY..... 64

V.B. ASSAULT DATA 64

V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS 65

 1. Eye Examinations 65

 2. Breaks 65

 3. Physical Plant 65

 4. Inspection of Machines 66

 5. Pregnancy 66

V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS..... 66

V.E. EMPLOYEE ASSISTANCE PROGRAM..... 66

V.F. PROTECTIVE CLOTHING..... 66

V.G. COMFORT STANDARDS..... 67

V.H. UNIFORM ALLOWANCE..... 67

V.I. UNIFORM ALLOWANCE (COMPUTER OPERATORS) 67

V.J. REIMBURSEMENT OF PERSONAL EXPENSES 67

V.K. FINGERPRINTING..... 67

V.L. TELECOMMUTING..... 68

V.M. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS..... 68

V.N. PRODUCTIVITY STANDARDS 68

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT 69

VIA. SCOPE OF AGREEMENT 69

VI.B. SAVINGS CLAUSE 69

VI.C. AMENDMENT OR MODIFICATION..... 70

**VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER
PROCESS..... 70**

APPENDIX A: Local 21 Represented Classifications..... 72

APPENDIX B: Schedules of Compensation 78

APPENDIX C: CIP ADDENDUM..... 79

APPENDIX D: MTA PERFORMANCE INCENTIVE PROGRAM..... 98

**APPENDIX E: CIVIL SERVICE RULES & GLOSSARY, LEAVES OF ABSENCE
PROVISION 122**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO-CLC (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

ARTICLE I: REPRESENTATION

I.A. RECOGNITION

1. The City recognizes the Union as the exclusive bargaining representative for all employees of the City in those units listed Appendix "A" of this Agreement. The terms and conditions of this Agreement shall also be automatically applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.

1. Successor Representation

2. The City agrees to recognize the Union as the collective bargaining representative of any classification that constitutes a successor classification to a classification that the Union currently represents. Subject to applicable appellate review procedures, the Department of Human Resources shall make the final determination when there is a question as to whether or not a new classification is a successor class.

2. Unit Assignment Resolution

3. For any classifications assigned to bargaining units represented by Local 21 as a result of the settlement of the unit assignment dispute between the City, Local 21 and MEA, the City agrees to meet and confer with Local 21 over subjects within the scope of bargaining and covered by Charter Section A8.409. Any issues that are not resolved through the meet and confer process shall be resolved through arbitration. Any economic benefits shall be implemented at the start of the succeeding fiscal year.
4. The City makes no commitment or promise of wage or benefit improvement with regard to such negotiations.

I.B. NO WORK STOPPAGES

5. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown or work stoppage. It shall not be a violation of this Agreement for an employee to honor a primary picket line sanctioned by the Central Labor Council or the Building and Construction Trades Council; provided however, that an employee shall first notify an appropriate supervisor of the employee's intended actions. Provided further that nothing in this Section shall limit the City's right to enforce the provisions of Section 8.346 of the Charter.

ARTICLE I - REPRESENTATION

I.C. MANAGEMENT RIGHTS

6. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.D. UNION/CITY COMMITTEES

1. Union/City Relations Committee
8. The parties hereby agree to establish a Union/City Relations Committee with equal representation from both the City and the Union.
9. The Union/City Relations Committee shall meet at a minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern which arise during the course of this Agreement. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
10. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.
2. Joint Government Efficiency Committee
11. A joint Mayor's Office/Local 21 committee, established in 2002-2003 to study government efficiencies including those related to personal services contracts, shall continue for the duration of this Agreement and shall meet monthly or as otherwise agreed to by the parties.
3. Internal Placement Committee
12. A joint DHR/Local 21 committee shall be created for the duration of this agreement and shall meet monthly, or as otherwise agreed to by the parties, to review scheduled and anticipated displacements and to review reappointment and alternative internal placement plans and options.

ARTICLE I - REPRESENTATION

4. Union/City Partnership

13. No later than July 31, 2004, the City and the Union shall convene a Union/City Partnership ("UCP") to work together to develop one or more initiatives to reduce costs, improve efficiency, increase service quality, enhance employee job satisfaction, and share any resulting gains. The UCP shall include representatives from City departments, the Mayor's Office, the Controller, and the Union.
14. The objective of the UCP shall be to identify best practices, methods and processes to enhance the effectiveness and efficiency of work groups and work processes and to reduce costs and improve services. These improvements shall be the foundation for the UCP to develop parameters and guidelines for a gainsharing program.
15. The UCP shall identify one or more City departments, divisions and/or programs where the UCP can (1) evaluate the effectiveness and efficiency of work groups and processes; (2) identify best practices and methods to reduce costs and improve efficiency in the delivery of services; and (3) determine mechanisms for gain sharing. The UCP shall coordinate with SFStat in selecting appropriate City departments, divisions and/or programs for evaluation, developing metrics, and ensuring consistency with Citywide service and budgetary priorities and objectives.
16. No later than July 15, 2004, the UCP shall select and retain a third party with expertise in labor management partnerships and initiatives to assist the parties to forge their partnership and for any other purposes as determined by the UCP. The City shall make every effort to expedite the contract process. The City agrees to fund \$25,000 in start-up costs for the third party expert services.
17. No later than March 1, 2005, the UCP shall make a written report to the Mayor recommending one or more proposals for initiatives and improvements, including implementation plans and any gain sharing components, within the City departments, divisions and/or programs evaluated by the UCP. No later than June 1, 2005, the City shall adopt, and the UCP shall implement, the UCP's proposals.

I.E. GRIEVANCE PROCEDURES

18. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
 1. Definition
19. 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

ARTICLE I - REPRESENTATION

condition of employment provided in this Agreement, or divisional, departmental or City rules, policies or procedures subject to the scope of bargaining as set forth in Section VI.A. of this Agreement.

A grievance does not include the following:

20. a. All civil service rules excluded pursuant to Section VI.A.
21. b. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the performance evaluation except by mutual agreement.
22. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.
23. c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand.

2. Time Limits

24. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

3. Steps of the Procedure

25. A grievance shall be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a Step higher than Step 3, except by mutual agreement of the parties. In the event a grievance is filed at a Step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate Step.
26. A grievance arising from a final disciplinary decision shall be initiated at the Arbitration Step of this grievance procedure. Such grievance may only be filed by the Union.

ARTICLE I - REPRESENTATION

27. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.
28. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor. 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.
29. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
30. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within seven (7) working days of receipt of the Step 1 answer. The intermediate supervisor will convene a grievance meeting within ten (10) working days of receipt of the appeal to discuss the grievance with the grievant and/or the grievant's Union representative. Within ten (10) working days following the meeting the intermediate supervisor will respond in writing to the grievance.
31. Step 3: A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 2 answer. The Appointing Officer may convene a meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.
32. Step 4: If the Union is dissatisfied with the Appointing Officer's response at Step 3, the Union may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 3 answer. The Director may convene a grievance meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

ARTICLE I - REPRESENTATION

4. Arbitration

33. If the Union is dissatisfied with the Step 4 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 4th Step decision that arbitration is being invoked.

5. Selection of the Arbitrator

34. a. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided, however, that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.

35. b. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:

36. 1.) Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator listed in alphabetical order, provided however that each party shall be entitled to one strike.

37. 2.) The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.

38. 3.) In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

6. Authority of the Arbitrator

39. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

7. Fees and Expenses of Arbitrator

40. The fees and expenses of the Arbitrator shall be shared equally by the parties. 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. Direct expenses of the arbitration shall be borne equally by the parties.

ARTICLE I - REPRESENTATION

8. Hearing Dates and Date of Award

41. Except for the expedited procedure described above, hearings shall be scheduled within thirty (30) working days of selection of an arbitrator. Awards shall be due within thirty (30) working days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
42. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

9. Discipline/Discharge Grievances

43. a. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.
44. b. Suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees who have served the equivalent of a probationary period shall be subject to the following procedure:
45. 1.) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.
46. 2.) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.
47. 3.) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.
48. c. Disciplinary action, as defined herein, may be appealed to the Employee Relations Director. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and issue a final City decision no later than fifteen (15) days following receipt of the appeal.
49. d. If the decision of the Director, ERD, is unsatisfactory only the Union may

ARTICLE I - REPRESENTATION

file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of the final City decision.

50. e. Arbitration of Disciplinary Grievances. The parties agree that disciplinary grievances shall be heard in accordance with the following procedures, as appropriate:
51. 1.) Grievances involving suspensions of fifteen (15) days or less will be heard in an expedited fashion in accordance with the procedure set forth below.
52. 2.) Discharge grievances and grievances of disciplinary suspensions of greater than fifteen (15) days shall be heard by an arbitrator selected in accordance with the procedures in Section I.E., provided however that the parties may mutually agree to submit a discharge grievance to the expedited procedure.

10. Expedited Arbitration

The parties agree to a pilot expedited arbitration process as follows:

53. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall be resolved through an expedited arbitration process; however, either party may at their option move such matters out of the expedited process to regular arbitration as provided for herein. By written mutual agreement, the parties may submit any other grievance to this expedited arbitration process.
54. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve (12) months, whichever comes first. A standing bi-monthly expedited arbitration schedule will be established for this process.
55. Seven (7) business days prior to the expedited arbitration, the parties will exchange a list of witnesses each intends to call as well as any documents expected to be introduced that have not been previously provided. If a party wishes to supplement its witness list or provide additional documents, it will identify the additional witnesses and/or provide the additional documents to the other party at least five (5) business days prior to the expedited arbitration. Other witnesses may be called and documents presented solely at the discretion of the arbitrator. The arbitrator shall hear two (2) grievances for each scheduled day of hearings. Each grievance will have a three (3) hour time limit. Each party shall have ten (10) minutes to present an opening statement and ten (10) minutes to provide a closing statement. Further, each party shall have one (1) hour to present

ARTICLE I - REPRESENTATION

its case/defense. The parties may agree to modify these time limits which may also be amended at the discretion of the arbitrator.

- 56. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
- 57. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.
- 58. Except as stated herein, each party shall bear its own expenses in connection with the expedited arbitration process. Except as noted below, the parties shall share all fees and expenses of the arbitrator equally.
- 59. All arbitrators agreeing to serve in this process shall agree to a fourteen (14) day cancellation policy. Arbitrations cancelled fourteen (14) days or more prior to the date scheduled for the hearing will not be subject to a per-diem or cancellation fee. In the event that an expedited arbitration hearing is cancelled, resulting in a cancellation fee, the party requesting or causing the cancellation shall bear the full cost of the fee imposed by the arbitrator, unless a mutually agreed upon alternative is established.
- 60. If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a bench decision based on the information presented at the hearing.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

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

ARTICLE I - REPRESENTATION

Planning, Design & Construction	32 representatives
Administrative/Financial	20 representatives
Health (Admin. & Patient Care)	8 representatives
Laboratory & Related	4 representatives

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

2. Stewards

- 66. The Union shall furnish the City with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
- 67. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
- 68. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
- 69. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.
- 70. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of

ARTICLE I - REPRESENTATION

investigating or processing a grievance, to interview an employee during the employee's duty time.

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

I.G. UNION LEAVE

72. Pursuant to the guidelines of the Civil Service Commission, leave without pay for a reasonable term for up to a reasonable number of employees shall be granted upon ten (10) days advance written notice.

I.H. UNION SECURITY

1. Authorization for Deductions

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

2. Dues Deductions

74. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, Room 235, San Francisco, CA 94103-0948; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

3. Fair Share Agreement

75. Application: Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has

ARTICLE I - REPRESENTATION

filed a challenge to a management designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

4. Implementation

An agency shop shall be implemented within representation units or subunits when:

- 76. a. Election: The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or
- 77. b. 2/3 Membership: The Union makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Union, or
- 78. c. New Employees: The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

5. Service Fee

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

6. Financial Reporting

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

ARTICLE I - REPRESENTATION

7. Religious Exemption

81. Any employee of the City in a classification described in paragraph 69 hereof, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee in accordance with law. The Union shall be informed in writing of any such requests.

8. Payroll Deduction

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

9. Employee Lists

83. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

84. A list of all employees in represented classes shall be provided to the Union monthly. 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.

85. 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 content of the written notice meets the requirements set forth in this section and in Hudson.

I.I. BULLETIN BOARDS

86. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

ARTICLE I - REPRESENTATION

I.J. NEW HIRES

87. The City agrees to provide the Union with the names and classifications of newly hired employees. The City will provide such new employees with information regarding the Union and agency shop.

I.K. DATA

88. The City will provide the Union the following data, by representation unit, for each employee on a monthly basis within legal and reasonable administrative constraints.

1. Name;
2. Employee Number;
3. Department and Section;
4. Current Classification.

89. Upon written request, the City agrees to provide to the Union on an annual basis, gender information by job classification.

I.L. ADDITIONAL DATA

90. The City will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

91. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Rule 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.
92. Claims of discrimination shall be adjusted in accordance with prevailing legal standards regarding elements and burdens of proof applicable to the discrimination being claimed.

II.B. PROBATIONARY PERIOD

93. As defined and administered by the Civil Service Commission, the probationary period shall be six (6) months except for those classes listed below which serve a twelve (12) month probation.

- 1002 IS Operator
- 1003 IS Operator – Senior
- 1004 IS Operator – Analyst
- 1005 IS Operator – Supervisor
- 1011 IS Technician – Assistant
- 1012 IS Technician
- 1013 IS Technician – Senior
- 1014 IS Technician – Supervisor
- 1021 IS Administrator I
- 1022 IS Administrator II
- 1023 IS Administrator III
- 1024 IS Administrator – Supervisor
- 1031 IS Trainer – Assistant
- 1032 IS Trainer – Journey
- 1033 IS Trainer – Senior
- 1041 IS Engineer – Assistant
- 1042 IS Engineer – Journey
- 1043 IS Engineer – Senior
- 1044 IS Engineer – Principal
- 1051 IS Business Analyst – Assistant

ARTICLE II – EMPLOYMENT CONDITIONS

1052 IS Business Analyst
1053 IS Business Analyst – Senior
1054 IS Business Analyst – Principal
1061 IS Programmer/Analyst – Assistant
1062 IS Programmer/Analyst
1063 IS Programmer/Analyst – Senior
1064 IS Programmer/Analyst – Principal
1070 Project Director
1203 Personnel Technician
1231 Assistant Manager, Equal Employment Opportunity Programs
1232 Training Officer
1233 Equal Employment Opportunity Programs Specialist
1241 Personnel Analyst
1244 Senior Personnel Analyst
1246 Principal Personnel Analyst
1312 Public Information Officer
1314 Public Relations Officer
1452 Executive Secretary II
1453 Principal Stenographer, Mayor’s Office
1454 Executive Secretary III
1492 Assistant Clerk, Board of Supervisors
1506 Confidential Secretary to the Sheriff
1512 Confidential Secretary and Executive Assistant to Public Defender
1520 Confidential Secretary to District Attorney
1522 Confidential Secretary to City Attorney
1551 Secretary, Health Commission
1574 Executive Secretary to the Controller
1650 Accountant
1652 Senior Accountant
1654 Principal Accountant
1655 Systems Accountant
1656 Head Accountant
1657 Senior Systems Accountant
1684 Associate Auditor
1686 Supervising Auditor
1739 Computer Operations Supervisor II
1806 Senior Statistician
1823 Senior Administrative Analyst
1824 Principal Administrative Analyst
1835 Legislative Assistant
1838 Administrative Assistant to the Executive Director, Health Services
1944 Materials Coordinator
1950 Assistant Purchaser
1952 Purchaser

ARTICLE II – EMPLOYMENT CONDITIONS

1956 Senior Purchaser
2119 Health Care Analyst
2456 Assistant Forensic Toxicologist I
2457 Assistant Forensic Toxicologist II
2458 Forensic Toxicologist
2540 Audiologist
2556 Physical Therapist
2589 Health Program Coordinator I
2591 Health Program Coordinator II
2593 Health Program Coordinator III
2825 Senior Health Educator
2846 Nutritionist
2992 Contract Compliance Officer I
3566 Executive Secretary, Museums
4230 Estate Investigator
4261 Real Property Appraiser
4265 Senior Real Property Appraiser
4267 Principal Real Property Appraiser
5120 Architectural Administrator
5177 Safety Officer
5210 Senior Civil Engineer
5211 Senior Engineer
5217 Building Code Analyst
5219 Senior Structural Engineer
5224 Associate Water Purification Engineer
5232 Senior Traffic Engineer
5241 Engineer
5242 Senior Electrical Engineer
5249 Senior Sanitary Engineer
5258 Senior Mechanical Engineer
5260 Architectural Assistant I
5261 Architectural Assistant II
5265 Architectural Associate I
5266 Architectural Associate II
5270 Senior Architect
5273 Principal Architect
5281 Planner III, Administrative
5283 Planner V
5293 Planner IV
5298 Planner III Environmental Review
5299 Planner IV Environmental Review
5301 Supervisor, Traffic Painting Program
5312 Surveyor
5314 Survey Party Chief

ARTICLE II – EMPLOYMENT CONDITIONS

- 5330 City Planning Graphics Supervisor
- 5608 Senior Energy Specialist
- 5644 Principal Environmental Specialist
- 7132 Telecommunications Supervisor
- 7366 Electronic Control Systems Technician
- 8116 Legislative Calendar Clerk
- 8118 Legislation Clerk
- 8130 Administrative Assistant, District Attorney
- 8169 Legislative Assistant, City Attorney’s Office
- 8260 Criminalist
- 8262 Senior Criminalist
- 9255 Airport Economic Planner
- 9276 Secretary, Airports Commission
- 9376 Market Research Specialist, Port

- 94. The Department of Human Resources, in cooperation with the Civil Service Commission, shall meet and discuss with the Union ways to clarify the definition of probation and to simplify the determination of probationary periods. Any recommended changes to the current definition shall be subject to Civil Service Commission approval.
- 95. The probationary period for an employee returned to duty to a permanent appointment following layoff shall be three (3) months of service as defined and administered by the Civil Service Commission. If the employee is being returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period as set forth in Civil Service Rule 112.30.3.

II.C. PROFESSIONAL STANDARDS

- 96. An employee who believes that he/she will suffer adverse action for refusing to perform duties or being required to perform duties in a manner inconsistent with professional ethics may request a meeting with the Appointing Officer (or designee) to address such concerns. "Professional Ethics" as used in this provision refers to a standard of professional ethics published by a professional association or recognized as a standard in the field or industry in which the employee works or codified in State Law.

II.D. REASONABLE ACCOMODATIONS

- 97. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied so

ARTICLE II – EMPLOYMENT CONDITIONS

as to respect the legal rights of the parties covered by these Acts. The City reserves the right to take any action necessary to comply therewith.

II.E. SUBCONTRACTING OF WORK

1. "Prop J." Contracts

98. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.

99. 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. 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,

- a. possible alternatives to contracting or subcontracting;
- b. questions regarding current and intended levels of service;
- c. questions regarding the Controller's certification pursuant to Charter Sections 8.300-1 — 10.104.15;
- d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- e. questions relating to the effect on individual worker productivity by providing labor saving devices.

100. 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

101. 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.

102. 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. Discussions shall include, but not be limited to, possible alternatives to contracting or

ARTICLE II – EMPLOYMENT CONDITIONS

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.

- 103. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding elected officials or members of the Civil Service Commission) of the City which the parties agree may ensure that the decision to contract out is fully explored by the Union and the City.
- 104. The parties acknowledge existing policies and procedures which place restrictions on the use of personal services contracts for work that could potentially be performed by represented classifications.
- 105. The City and Local 21 expressly reserve their rights with regard to the parties' contentions over whether such policies and procedures are or are not within the scope of bargaining under Charter Section A8.409. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

II.F. EMPLOYEE REASSIGNMENTS

- 106. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

II.G. WORKFORCE REDUCTION

1. Obligation to Meet & Confer on Employee Workloads

- 107. 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.
- 108. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
- 109. 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.

ARTICLE II – EMPLOYMENT CONDITIONS

2. Advance Notice of Pending Layoffs

110. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than sixty (60) calendar days prior to the effective date of the layoff. Such sixty (60) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this Section shall not apply to "as needed", or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

3. Layoff Procedures

111. Layoffs shall be administered pursuant as follows: An employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.

II.H. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION

112. An employee who has completed probation in a permanent position and who:

1. is "laid off" from said position;
2. is immediately and continuously employed in another classification with the City, either permanent or temporary; and
3. is thereafter permanently re-employed in his/her former classification without a break in service;
4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

II.I. TRAVEL REIMBURSEMENT

1. Municipal Railway

113. An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel.

2. Automobile Allowances

114. The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.

ARTICLE II – EMPLOYMENT CONDITIONS

115. a. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and be eligible for a mileage allowance in accordance with the IRS allowance:

4220 Personal Property Auditor
4222 Senior Personal Property Auditor
4224 Principal Personal Property Auditor
4225 Assistant Chief Personal Property Auditor
6270 Housing Inspector
6272 Senior Housing Inspector

116. b. Employees in the following classes now use cars provided by the City; however, individual employees in these classes will receive auto allowance and mileage reimbursement in accordance with subsection (2) a. above if said individual employee has not been supplied with a City automobile and is still required to drive his/her own personal vehicle as provided for above:

6230 Street Inspector
6231 Senior Street Inspector
6232 Street Inspection Supervisor
6272 Senior Housing Inspector
6318 Construction Inspector

117. c. Employees in the following classes only shall receive auto allowance of \$100.00 per month and be eligible for a mileage allowance of eight (8) cents per mile:

4260 Real Property Appraiser Trainee
4261 Real Property Appraiser
4265 Senior Real Property Appraiser
4267 Principal Real Property Appraiser
2542 Speech Pathologist*
2548 Occupational Therapist*
2550 Senior Occupational Therapist*
2555 Physical Therapist Assistant*
2556 Physical Therapist*
2558 Senior Physical Therapist*

* Applies only to Home Health Care Rehabilitation Professionals.

3. Mileage Allowance

118. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the Appointing Officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business

ARTICLE II – EMPLOYMENT CONDITIONS

shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.

119. Subject to review and approval by the Controller’s Office, additional classes may be considered for eligibility for the Auto Allowance under Section 2 of this Article by the Union/City Relations Committee (UCRC).

II.J. PARKING FACILITIES

120. When an employee is required to use his/her personal automobile for City business he/she will be reimbursed for parking fees.

II.K. OUT-OF-AREA AUDITS - PERSONAL PROPERTY AUDITORS

121. Personal Property Auditors while performing audits outside the nine (9) Bay Counties shall receive, in addition to any other authorized reimbursements, \$20.00 per day for miscellaneous expenses. Employees receiving this payment shall not otherwise be reimbursed for tips and transportation related expenses such as taxi fares and highway and bridge tolls unless the expense for an individual item is supported by a receipt in an amount in excess of \$5.00.

II.L. MEAL ALLOWANCE

122. Personal Property Auditors required to travel to and stay overnight in large metropolitan areas such as New York, Chicago, Los Angeles, Boston, etc. while attending to City business, shall be entitled to a meal allowance of \$50.00 per day.

II.M. TRAVEL PAY

123. Employees who reside within the City and County of San Francisco and are regularly assigned to work at San Francisco International Airport, San Bruno Jail, or Public Utilities Commission (Water Department) and/or Recreation and Park Department sites at Millbrae, Sharp Park or Sunol, shall be reimbursed for travel expenses to and from their homes in San Francisco in the amount of \$5.00 per day if the employee regularly lives in the City and County of San Francisco during the work week. In order for an employee to be eligible for this benefit, he/she must file a verified affidavit with the Appointing Officer or his/her designee stating that his/her legal and actual residence is at a particular address in the City and County of San Francisco, and providing supporting documentation as may be required. The Union agrees that in the event Travel Pay premium is no longer granted to all other employees at any of the above mentioned work locations, this premium shall cease at that location.

ARTICLE II – EMPLOYMENT CONDITIONS

II.N. CELL PHONE USAGE FOR HOME HEALTH REHABILITATION PROFESSIONALS

124. The City agrees to provide an adequate number (a minimum of 10) of cellular phones to the Home Health Rehabilitation Professionals. In the event a City cellular phone is not available, the City agrees to pay for the cost of business related calls made by the Rehabilitation Professional on his/her cellular phone. Employees shall be required to provide evidence of expenditure to the department in order to receive reimbursement.

II.O. PERSONNEL FILES

125. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
126. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.
127. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
128. 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 any and all materials within thirty (30) days. All material in the file must be signed and dated by the author.
126. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.
127. 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.
128. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may be opened for the purpose of

ARTICLE II – EMPLOYMENT CONDITIONS

assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

II.P. PUC/CIP “PROJECT LABOR AGREEMENT”

129. The parties agree that timely and successful implementation of the PUC’s Capital Improvement Plan (CIP) projects is among their highest priorities, and that changes in the terms and conditions of employment set forth in this Agreement that are unique to CIP projects may facilitate the achievement of their mutual goal. The parties therefore agree that the Capital Projects Addendum to this Agreement, incorporated herein as Appendix C for reference, shall be extended to the full term of this Agreement. The parties shall evaluate the program no later than June 30, 2005.
130. Regarding CIP Projects, the parties agree to meet and confer over all matters within the mandatory scope of bargaining, and any other matters which they mutually agree to discuss. Should the parties fail to reach agreement, those matters within the mandatory scope of bargaining, and not excluded from arbitration by the charter, state or federal law, shall be submitted to an arbitration panel pursuant to Charter section A8.409-4 for final resolution. The parties agree to utilize Luella Nelson as the neutral arbitrator.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

131. The wage rates for the employees covered by this agreement shall be rounded to the nearest salary grade. The Human Resources Department will prepare a salary grade to reflect the appropriate compensation for each employee covered by this Agreement no later than 9/30/05. The salary grade will be placed into the Board of Supervisors file and attached to the Agreement as Appendix B. The parties agree to amend the Agreement upon the completion of Appendix B.
132. Base wages shall be increased as follows:
- | | |
|--|----|
| Effective November 5, 2005: | 2% |
| Effective May 6, 2006: | 2% |
| Effective close of business June 30, 2006: | 2% |

III.B. ADDITIONAL COMPENSATION

1. Wage Corrections, Adjustments, and Studies

133. In addition to the general wage increases provided for above, additional pay increases and adjustments shall apply as described in this section.
- a. Wage Corrections
134. The City agrees to make the following wage corrections that shall be funded by agreement between the Union and the City and shall not result in any increased costs to the City:
- 1.) Class 2403 (Forensic Laboratory Technician)
--Adjusted to parity with Class 2481 (Water Quality Technician)
 - 2.) Class 2589 (Health Program Coordinator)
--Restore regular wage differential with Class 2588 (Health Worker IV)
 - 3.) Class 1950 (Asst. Purchaser)
--Restore regular wage differential in occupational series
 - 4.) Class 5620 (Regulatory Specialists)
--Adjusted to parity with class 5298 (Planner III—Environmental Review)

ARTICLE III – PAY, HOURS AND BENEFITS

b. Administrative Analyst Study

135. The parties agree to meet and confer to discuss the scope of a classification and compensation study of the 1823 Senior Administrative Analyst, 1824 Principal Administrative Analyst, and 1827 Administrative Services Manager classes.

c. Fire Safety Inspectors

136. 1.) Parity. Fire Safety Inspectors shall receive parity on salary, overtime, holidays, and educational incentives as it pertains to the H-4 Inspector classification.

137. 2.) Fire Protection Engineers – Holidays. Fire Protection Engineers (5215) shall receive compensatory time equal to the computed rate authorized for the H-4 classification. The Fire Department may elect to suspend the compensatory time for the 5215 classification and replace it with income at the 5215's rate.

138. 3.) Other Matters. Matters of mutual concern may be referred to the Union/City Relations Committee for further consideration.

d. Deep Class -- Class 1241

139. 1.) There will be a 9-step salary plan for class 1241. Employees will advance from step 1 to 7 based on seniority except as noted below. Seniority is defined as actual time worked in class. The progression between salary steps in class 1241 shall occur as follows:

140. a) Step 1 to Step 2 will occur following six months of service or the equivalent of 1040 hours.

141. b) Step 2 to 7 progression will occur following one year of service or the equivalent of 2080 hours at each step. Based on seniority, advancement from Step 1 to Step 7 will take five and one half (5-1/2) years.

142. c) Advancement above Step 7 will be contingent upon an employee receiving at least a competent and effective performance evaluation.

2.) Exceptions:

143. a) Step 2 Advancement: Within a month of an employee's advancement to Step 2, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation which should occur six months following

ARTICLE III – PAY, HOURS AND BENEFITS

the advancement to Step 2. To advance from Step 2 to Step 4, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 2, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 4, the employee will automatically advance to Step 4.

- 144. b) Step 8 Advancement: Within a month of an employee's advancement to Step 7, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation. To advance from Step 7 to Step 8, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 7, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 8, the employee will automatically advance to the next step. This advancement procedure will also apply for movement from Step 8 to Step 9 for all affected employees.

- 145. c) Step advancements based on performance evaluations outlined above will be retroactive to the employee's anniversary date in the class.

- 146. d) Incumbents in the former class 1242 who were at a step below Step 6 at the time of allocation to class 1241, except as a result of a below competent and effective performance evaluation, shall receive an additional one step adjustment effective July 1, 1998.

- 147. e) New employees may be appointed above Step 1 based on an evaluation of experience, education and job-related specialties upon the recommendation of the appointing officer and approval of the Department of Human Resources.

- e. Physician Assistants
- 148. Employees in class 2218 shall receive the same salary as the Nurse Practitioner class (2328).

- f. Project Management
- 149. A permanent employee who is assigned by the Appointing Officer as a Project Manager as described by the specifications for classes 5502, 5504, 5506 or 5508 shall receive the rate of pay of the appropriate project manager

ARTICLE III – PAY, HOURS AND BENEFITS

classification during such assignment.

150. All assignments are subject to review and approval by the Human Resources Director.

151. An employee covered by this Agreement who is assigned to a Project Manager position shall continue to be represented by Local 21 and shall continue to receive all of the benefits granted in this Agreement.

g. Technical Engineers

152. The City, in cooperation with the Union, shall initiate a study to determine appropriate salary levels and duties for positions in the following technical engineering classes: 5342, 5344, 5346, 5350, 5352, 5354, 5360, 5362, 5364, and 5366.

h. Water Quality and Waste Water Inspection Series

153. The parties agree that Arbitrator Matthew Goldberg shall retain jurisdiction to ensure that the Water Quality series reclassification study shall be implemented no later than 8/31/01.

i. Information Technology

1.) Labor-Management IS/IT Committee

154. The City agrees to create a labor-management IS/IT committee, to begin no later than September 30, 2001 for the purpose of redefining IS/IT job duties in the Operator, Technician and Administrator series

155. This committee shall identify training and development opportunities so that employees assigned to the Operator and Technician series are able to perform the duties in the Administrator series.

156. Appointments and reclassifications shall be subject to Civil Service Commission rules and procedures.

2.) Ten (10) Step Salary Schedule for IT Classes

Definition.

157. For classes in the series 104x, 105x, 106x and 107x there shall be a ten (10) step salary plan. Each step shall be 2.5% greater than the step below, rounded to the nearest salary schedule, except that Step 4 shall be 3.5% greater than step 3. Step 1 of the ten (10) step plan shall be equal to the salary of step 1 of the current salary grade, including any increases awarded effective 7/1/01.

Appointments and Mapping.

ARTICLE III – PAY, HOURS AND BENEFITS

158. On July 1, 2001 all effected employees shall be placed at the salary step in the ten (10) step plan which is nearest to, but not less than, the rate of pay they would have received in the five (5) step plan, including any increases awarded effective 7/1/01.

159. Thereafter, new employees may be appointed at any step in the step plan at the discretion of the appointing officer.

Step Progression.

160. Employees below Step ten (10) shall advance to each successive step upon completion of six months service.

j. EAP Counselors

161. Employees in class 2594 shall be paid at parity with employees in class 2931. Employees in class 2595 shall be paid at parity with employees in class 2935.

k. Physical Therapists/Occupational Therapists

162. Effective 7/1/01, employees in classes 2556, 2548, 2558 and 2550 shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6.

l. Physical Therapy Assistants

163. Effective 7/1/01, employees in class 2555 shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6.

m. Legislative Analysts

164. Effective 7/1/01, employees in classes 1367 and 1371 who serve as Legislative Analysts and/or Senior Legislative Analysts in the Office of the Legislative Analyst shall receive a seven percent (7%) premium.

n. Construction Inspectors

165. Employees in class 6318 who serve as Resident Engineer shall receive a two percent (2%) premium while serving in such capacity.

o. Sewage Treatment Plant Superintendents

166. Employees in class 5130 who are in possession of an engineering license shall receive a five and one-half percent (5.5%) premium.

p. Executive Secretary to the Controller

ARTICLE III – PAY, HOURS AND BENEFITS

166a. Classification 1574, Executive Secretary to the Controller, shall receive a 10% wage adjustment effective July 1, 2005.

2. Acting Assignment Pay

167. Employees assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:

- a. The assignment shall be in writing.
- b. The position to which the employee is assigned must be a budgeted position.
- c. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days or eighty (80) hours.

168. Upon written approval by the Appointing Officer, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid five percent (5%) above the employee's base salary but such pay shall 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 that includes out of class pay where the premium is applicable to the class the person is performing in.

169. Disputes regarding eligibility for acting assignment pay under this Section shall be resolved through expedited arbitration under Section I.E(10) of this Agreement.

3. Acting Assignment Pay for Water Quality Chemists

170. Senior Chemists who assign Water Quality Chemists to act as supervisors in the Senior Chemists' absence must make the assignment in writing, and for a consecutive twenty day period. Working in the assignment half a day for a consecutive twenty day period will be the equivalent of a ten consecutive day assignment for purposes of Acting Assignment Pay.

4. Acting Assignment Exceptions

171. An employee who believes he/she has been assigned to perform a substantial portion of the duties and responsibilities of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through expedited arbitration under Section I.E(10) of this Agreement. Back pay shall

ARTICLE III – PAY, HOURS AND BENEFITS

be limited to the date the employee’s claim was filed with the Appointing Officer.

172. Requests for classification or reclassification review shall not be governed by this provision.

5. Supervisory Differential Adjustment

173. The Department of Human Resources is hereby directed to adjust the compensation of a supervisory employee, whose schedule of compensation is set herein subject to the following conditions.

174. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

175. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

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

177. 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.

178. e. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay except Project Management Assignment Pay effective July 1, 2005), of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.

179. f. The adjustment of the salary grade of the supervisor shall be 5% over the salary grade, exclusive of extra pay (except Project Management Assignment Pay effective July 1, 2005), of the employee supervised.

180. g. A supervisory differential shall be available to employees assigned to supervise one or more employees in the same classification only if the classification has no promotive or supervisory class in the same department or division.

ARTICLE III – PAY, HOURS AND BENEFITS

- 181. h. If the application of this section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor 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 of this section are also met.
- 182. i. 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.
- 183. j. 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.
- 184. k. 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 Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
- 185. l. Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

6. Lead Person Pay

- 186. Employees designated by their supervisor as a lead person shall be entitled to a \$5.00 per day premium when required to take the lead on any job when at least two other persons are assigned to the job.

7. PUC/CIP Planning Function Assignment Pay

- 187. Employees in the following classifications shall be eligible for special assignment pay when assigned to the Public Utilities Commission/Capital Improvement Project (PUC/CIP), and during the performance of work activities which include responsibility for directing environmental review and regulatory compliance for the City's own capital improvement projects (CIP) and their deliverables, from the planning phase to post- construction:

Planner II (5278)	Regulatory Specialist (5620)
Planner III (5291)	Utility Specialist (5602)
Planner IV (5293)	Biologist I/II (2483)

- 188. Qualifying employees shall receive a premium equal to 5% of base salary for hours that duties described above are actually worked.

ARTICLE III – PAY, HOURS AND BENEFITS

189. PUC/CIP planning function assignment pay shall not be available to any employee receiving supervisory differential adjustment, acting assignment pay, or CIP leadership pay. Employees assigned to a project manager classification shall not be eligible to receive this premium.

8. Supervisory Differential for Classification 2924 Medical Social Work Supervisor

190. Where appropriate in accordance with other provisions of this Section, classification 2924 Medical Social Work Supervisor shall receive a 5% supervisory differential, when as part of the regular responsibilities of his/her class s/he supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates whose salary grade, exclusive of extra pay, is less than 5% below compensation of the 2924 Medical Social Work Supervisor.

9. Licensed Civil/Structural Engineers

191. Licensed Civil Engineers in Engineering classifications who also possess and maintain a structural engineer's license issued by the State of California and who are assigned structural engineering work shall be paid a premium of two (2) steps in addition to their current rate of pay when so assigned as certified by the appointing officer.

10. Certificate of Competency

192. Employees in classes 5220 and 5222 who possess a certificate of competency from the State Water Resources Control Board shall receive a four percent (4%) premium payment in addition to his/her basic wage. Any employee, including those in class 6106, who is receiving this premium on June 30, 2001 shall continue to receive the premium during the life of this agreement.

193. Employees assigned to the 2478 Senior Sewage Treatment Chemists class or its successor class who are required by the City to possess a Certificate of Competency by the State Water Resources Control Board in order to perform their job duties shall continue to receive \$25.00 per pay period in addition to his/her basic wage- for the life of this agreement.

11. Bilingual Premium

194. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

195. An employee who routinely and consistently provides more than forty (40) hours per pay period of non-English services, including Braille and sign

ARTICLE III – PAY, HOURS AND BENEFITS

language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars (\$60.00) per pay period.

196. An employee who routinely and consistently provides more than ten (10) but less than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.

12. Salary Credits (Deferred Compensation)

197. a. Each employee covered by this Agreement between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21 for the 1993-94 fiscal year, who is still employed by the City and County on July 1, 1995, shall accrue an account balance under the City and County's deferred compensation plan which is described in section 457(b) of the Internal Revenue Code of 1986, as amended, equal to 5 percent of that employee's base salary earnings for the 1993-94 fiscal year, subject to the following terms and conditions in addition to those stated in the deferred compensation plan:

198. 1.) the account shall be under the control of the individual employee subject to the rules and regulations of Internal Revenue Code section 457 plan;

199. 2.) the City and County shall be under no obligation to set aside or invest monies to fund such account balances; its only obligation shall be to pay the amounts due in single sums at the time that they become payable (i.e., when the employee terminates service or turns 70 1/2);

200. 3.) such contributions shall reduce the amounts the employees otherwise would be able to defer from their 1995 earnings with the City and County and any other employers, as provided by Internal Revenue section 457 and other applicable sections of the Internal Revenue Code.

201. The parties agree that upon the ratification of this amendment by the Board of Supervisors, any obligation of the City and County pursuant to paragraph 146, section B "Salary Credits Deferred Compensation" of the Agreement in effect for fiscal year 1993-94 shall be governed by the terms of this amendment.

202. Each employee who would be eligible for the benefit described above but for the fact that he or she terminated service with the City and County prior to July 1, 1995 shall be eligible for severance pay equal to 5 percent of that employee's base salary earnings for the 1993-94 fiscal year. Qualifying employees who terminate service prior to the effective date of this

ARTICLE III – PAY, HOURS AND BENEFITS

amendment and who received a payment pursuant to paragraph 146, section B of the MOU in effect for fiscal year 1993-94 shall not receive any additional payment or benefit.

203. No individual who receives the severance benefit described in the previous paragraph shall be eligible to accrue the 457(b) account balance described in the foregoing paragraph.

204. b. In exchange for execution of waivers of all liability based on the wage freeze for fiscal year 1993-94 in a form to be provided by ERD, each employee who was employed in classifications 1203 Personnel Technician; 1231 Assoc. Affirmative Action Coordinator; 1233 Affirmative Action Specialist; 1240 Assistant Personnel Analyst; 1242 Personnel Analyst; 1244 Senior Personnel Analyst; 1246 Principal Personnel Analysts; 1452 Executive Secretary 11; 1453 Principal Stenographer, Mayor's Office; 1454 Executive Secretary III; 1492 Assistant Clerk, Board of Supervisors; 1506 Confidential Secretary to the Sheriff; 1512 Confidential Secretary and Executive Assistant to Public Defender; 1520 Confidential Secretary to District Attorney; 1522 Confidential Secretary to City Attorney; 1523 Confidential Secretary to the C.A.O.; 1530 Administrative Secretary to the Mayor; 1544 Secretary, Library Commission; 1551 Secretary, Health Commission; 1574 Executive Secretary to the Controller; 1831 Legislative Aide, Board of Supervisors; 1835 Administrative Assistant to Members of the Board of Supervisors; 1838 Administrative Assistant to the Executive Director, Health Services; 1846 Executive Assistant, Mayor's Office; 3566 Executive Secretary, Museums; 8116 Legislative Calendar Clerk; 8118 Legislation Clerk; 8130 Administrative Assistant, District Attorney; 8151 Claims Investigator, City Attorney's Office; 8152 Senior Claims Investigator, City Attorney's Office; 8169 Legislative Assistant, City Attorney's Office; 9276 Secretary, Airports Commission during the 1993-94 fiscal year, who is still employed in such classifications on July 1, 1995 shall accrue an account balance under the City and County's deferred compensation plan which is described in section 457(b) of the Internal Revenue Code of 1986, as amended, equal to 5 percent of that employee's base salary earnings in the same classification for the 1993-94 fiscal year, subject to the same terms and conditions stated in section I above under subsections (a) through (d) in addition to those stated in the deferred compensation plan. To receive the benefits of this provision, individually executed waivers must be received by the ERD Director prior to July 1, 1995.

205. If prior to May 1, 1995, Local 21 is finally and formally determined to be the recognized employee representative of 2218 Physicians Assistant; 2550 Sr. Occupational Therapist; 2804 Epidemiologist 111; 2924 Medical Social Work Supervisor; 2978 Contract Compliance Officer 11; 6139 Sr. Industrial

ARTICLE III – PAY, HOURS AND BENEFITS

Hygienist; 9197 Signal and Systems Engineer; 2558 Sr. Physical Therapist, the provisions of section 2 above shall apply to such classification(s) effective July 1, 1995.

206. The union hereby waives all rights and liability relating to the wage freeze for fiscal year 1993-94 on behalf of all individuals in the classifications set forth above.

13. Standby Pay

207. Employees who, as part of the duties of their positions are required by the appropriate employer representative to stand by when normally off duty to be instantly available on call to perform their regular duties, shall be paid 25% of base pay for the period of such standby service, except that employees shall be paid 10% of base pay for the period of such standby service when outfitted by their Department with a pager or cell phone. Employees accepting this premium agree to respond immediately when paged or called. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid their usual rate of pay for either a quarter hour or the actual time worked, whichever is greater, while engaged in such service. For Z-symbol employees, standby pay shall not be allowed unless the employee is assigned in writing to standby for emergencies that directly threaten the health or safety of the public and/or City employees or that relate to the City's information and communication systems. Employees reporting directly to Department Heads are not eligible for standby pay.

207a. Effective July 1, 2005, the standby rate for Class 2218 Physician Assistant shall be the same as that for Class 2328 Nurse Practitioner.

14. Call Back

208. 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 his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

15. Night Duty

209. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m.

ARTICLE III – PAY, HOURS AND BENEFITS

210. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.
16. County Surveyor Premium
211. If assigned in writing by the Director of Public Works to carry out the duties and responsibilities of the County Surveyor, an employee in this assignment will receive a five percent (5%) premium payment in addition to his/her basic wage during the duration of that assignment.
17. MTA Performance/Attendance Incentive Pay
212. Consistent with Charter Section 8A.100, 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 and shall be compensated as set forth in Appendix D.
18. Underwater Diver Pay
213. 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.

III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT

214. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.
1. Promotive Appointment in a Higher Class
215. An employee who has completed a probationary period of six (6) months of service and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:
216. a. The employee shall receive a salary step in the promotive class which is closest to an adjustment of ten percent (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 the maximum of the salary range of the promotive class.

ARTICLE III – PAY, HOURS AND BENEFITS

2. Probationary Periods for Promotive or Lateral Appointments

217. New probationary periods for employees transferring across departmental lines shall not exceed thirty (30) days as defined and administered by the Civil Service Commission.

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

3. Non-promotive Appointment

219. 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, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

4. Appointment Above Entrance Rate

220. Appointments may be made by an appointing officer at any step in the salary grade upon the approval of the Human Resources Director under one or more of the following conditions:

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

222. b. Loss of compensation would result if appointee accepts position at the normal step.

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

224. d. The appointee possesses special experience, qualifications, and/or skills including, but not limited to, the number of years performing similar work elsewhere which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

225. 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.

ARTICLE III – PAY, HOURS AND BENEFITS

5. Reappointment Within Six Months

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

6. Compensation Adjustments

a. Salary Increase in Next Lower Rank Classification.

227. 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 s/he would have received had s/he 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 of promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

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

b. Flat Rate Converted to Salary Range.

229. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a salary 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.

c. Continuation of Salary Step Earned Under Temporary Appointment.

230. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary

ARTICLE III – PAY, HOURS AND BENEFITS

appointment.

d. Credit for Temporary Service.

231. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

e. Salary Anniversary Date Adjustment.

232. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

7. Compensation Upon Transfer or Reemployment

a. Transfer.

233. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

b. Reemployment in Same Classification Following Layoff.

234. 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.

c. Reemployment in an Intermediate Classification.

235. 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.

ARTICLE III – PAY, HOURS AND BENEFITS

d. Reemployment in a Formerly Held Classification.

236. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

III.D. METHODS OF CALCULATION

1. Monthly

237. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. Bi-Weekly

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

3. Per Diem or Hourly

239. 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.

4. Weekly

240. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.

5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly

241. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

ARTICLE III – PAY, HOURS AND BENEFITS

- a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
- b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

6. Daily Rates for Monthly and Bi-Weekly

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

7. Conversion to Bi-Weekly Rates

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

III.E. SENIORITY INCREMENTS

1. Advancement Through Salary Steps

244. a. Permanent employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

245. b. Provisional employees shall be advanced to the step he/she would have achieved had he/she been permanent from the first day of employment in the class. Thereafter, the employee's anniversary date shall be from the first day in the class regardless of status.

246. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

2. Date Increment Due

247. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.

3. Schedule of Salary Increments

248. The schedule of seniority increments will be set forth in, and is hereby made a part of, Appendix B (Schedules of Compensation).

ARTICLE III – PAY, HOURS AND BENEFITS

4. Exceptions

249. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
250. b. When records of salary grade are established and maintained by electronic data processing, then the following shall apply:
251. 1.) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
252. 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.
253. c. Advancement through the increment steps of the salary grades shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:
254. 1.) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the current calendar year.
255. 2.) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior

ARTICLE III – PAY, HOURS AND BENEFITS

increment will be credited with actual paid service prior to January 1 of the current calendar year.

Receipt of Paychecks

256. The City agrees to take all reasonable non-cost measures to reduce the delay between the last day of the pay period and the receipt of paychecks.

III.F. WORK SCHEDULES

1. Regular Work Schedules

a. Regular Work Day.

257. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), consecutive hours of work completed within not more than nine (9) hours.

b. Regular Work Week.

258. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

259. Employees shall receive no compensation when properly notified (2-hour notice) 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 and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

260. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.

2. Flexible Work Schedule

261. 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:

262. a. The employee must work five (5) days a week and forty (40) hours per week.

ARTICLE III – PAY, HOURS AND BENEFITS

263. b. 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 Week” as defined in Paragraph 1 above. This provision shall not be grievable or arbitrable.

3. Alternate Work Schedule

264. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Requests for alternate work schedules shall not be denied in an arbitrary or capricious manner. 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 five (5) day, forty (40) hour a week schedules. A “Regular Work Week” as defined in Paragraph 1 above.

4. Voluntary Reduced Work Week

265. Employees subject to approval by an appropriate employer representative 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 computed proportionately in accordance with such reduced work week.

5. Voluntary Time Off Program (“VTOP”)

266. The mandatory furlough provisions of CSC Rule 120.28 shall not apply to covered employees.

6. General Provisions

267. 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.

268. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

ARTICLE III – PAY, HOURS AND BENEFITS

7. Restrictions on Use of Paid Time Off while on Voluntary Time Off

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

270. 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.

8. Duration and Revocation of Voluntary Unpaid Time Off

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

9. Notice of Change in Work Schedule

272. Except in cases of emergency, when management initiates a change in an employee's work schedule, at least seventy-two (72) hours notice will be given whenever practicable.

III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME

273. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. For full time employees, any time worked under proper authorization of the appointing officer or designee or any hours suffered to be worked in excess of the regular or normal workday or workweek shall be treated as follows:

274. 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.

275. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules.

1. Non-Z Designated Classifications:

Employees classified Non-Z are compensated for overtime subject to the following:

276. a. For employees working a regular 8-hour per day schedule, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 8 hours in a day or for hours worked in excess of 40 in a week;

ARTICLE III – PAY, HOURS AND BENEFITS

- 277. b. For employees working a flex-time schedule as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 40 in a week;
- 278. c. For employees working alternative schedules as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in a workday as set forth in an alternative work schedule or for actual hours worked in excess of 40 hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.
- 279. d. 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.
- 280. e. When overtime is necessary, it shall be distributed fairly, subject to employee qualifications and availability.

2. Z-Designated Classifications

Except as otherwise required by the Fair Labor Standards Act, effective January 1, 2002, compensatory time off may be accrued as follows:

- 281. a. An employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time off;
- 282. b. An employee may carry forward one hundred twenty (120) hours of earned but unused compensatory time off into the next fiscal year.
- 283. c. Employees with accrued compensatory time off balances as of January 1, 2002, may carry forward up to two hundred forty (240) hours for use during the remainder of this Agreement.

284. Compensatory time earned will be reported to each employee.

285. In order to allow employees the opportunity to take compensatory time off, upon receipt of such notice of accrual of one hundred and sixty (160) or more hours of CTO, the employee shall request days off as CTO within the next three (3) to six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full workday blocks unless an alternative is mutually agreed upon. Scheduling shall be by mutual agreement.

ARTICLE III – PAY, HOURS AND BENEFITS

286. CTO cannot be cashed out. Exceptions to normal work schedules for which no extra compensation is authorized may be granted in accordance with section 1.3 of the Annual Salary Ordinance.

3. Part-Time Employees

287. Part-time employees shall not be entitled to overtime compensation or compensatory time off for work performed in excess of their specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.

III.H. FAIR LABOR STANDARDS ACT

288. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

III.I. HOLIDAYS

289. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

- 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)

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

291. The City shall accommodate religious belief or observance of employees as required by law.

292. Employees shall be granted floating holidays as set forth below:

ARTICLE III – PAY, HOURS AND BENEFITS

293. Four (4) floating days off to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Floating days off may be carried forward from one fiscal year to the next with the approval of the Appointing Authority which shall not be unreasonably denied. No compensation of any kind shall be earned or granted for floating days off not taken.
294. For fiscal years 2003-2004 and 2004-2005, employees shall receive five (5) additional floating holidays, for a total of nine (9) floating holidays in each of those fiscal years, which shall be administered in accordance with the provisions set forth above. For fiscal year 2005-2006, employees shall receive four (4) additional floating holidays, for a total of eight (8) floating holidays in that fiscal year, which shall be administered according to the provisions set forth above. Effective the close of business June 30, 2006, employees shall receive the four (4) floating holidays per fiscal year set forth in the paragraph above.
295. 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.
296. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.
1. Holiday Compensation for Time Worked
297. Employees required by their respective City representative to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid for the legal holiday plus extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount of less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

ARTICLE III – PAY, HOURS AND BENEFITS

298. Executive, administrative and professional employees designated with the “Z” symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one and one-half (1½) times for work on the holiday.

2. Holidays for Employees on Work Schedules Other Than Monday Through Friday

299. Employees assigned to seven (7) day-operation departments or employees working a five (5) 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.

300. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he 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 employer representative. Such days off must be taken within the current or next fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

301. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year’s Day.

3. Holiday Pay for Employees Laid Off

302. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday.

4. Employees Not Eligible for Holiday Compensation

303. 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 employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

5. Part-time Employees Eligible for Holidays

304. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

ARTICLE III – PAY, HOURS AND BENEFITS

305. 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.
306. 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 appropriate employer representative.
6. Holiday Compensation for Employees Working Alternative Work Schedules
307. Nine (9), ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.
7. Z Employees
308. No designated “Z” employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued.

III. J. VACATION

1. Definitions
309. “Continuous service” for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
2. Award and Accrual of Vacation
310. Vacation benefits are set pursuant to the Charter as follows:
311. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
312. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

ARTICLE III – PAY, HOURS AND BENEFITS

313. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

314. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee’s maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

III.K. TIME OFF FOR VOTING

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

III.L. PROVISIONAL EMPLOYEES

316. Non-permanent employees, defined as employees with no permanent classification or employees with a permanent classification serving in another classification, shall be entitled to the following:

317. 1. Non-permanent employees shall be treated as permanent employees with respect to health and welfare benefits, compensation and salary steps, seniority, retirement (upon completion of 1040 hours in any twelve month period), and leave benefits, including but not limited to sick leave, vacation and personal leave.

318. 2. 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 thirty-day probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.

III.M. PER-DIEM REHABILITATION PROFESSIONALS

319. In lieu of benefits, Per Diem (as-needed) employees shall be paid at the step 5 wage rate. When an as-needed per-diem accepts a regularly-scheduled position (FT or PT, permanent or provisional civil service status) he/she shall be paid at no lower than a step 3 wage rate, but dependent upon their experience, may be placed at a higher step at the discretion of the Appointing Officer. Per-diem employees who accept employment to a permanent or provisional civil service position, will receive all the benefits granted to a permanent employee with the exception of health and retirement benefits, which will accrue upon the completion of 1040 hours for employees granted provisional positions, and “just cause,” which will be available to the employee upon completion of the equivalent of a probationary period (when appointed provisionally) or the completion of a probationary period (when appointed to a permanent position).

III.N. HEALTH AND WELFARE AND DENTAL INSURANCE

1. City Contribution

320. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.
321. For “medically single employees, i.e., benefited employees not receiving this contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employees’ own health care benefit coverage.
322. The City shall contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

2. Benefits While on Unpaid Leave

323. 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.

3. Hetch Hetchy Stipend

324. As provided in the Annual Salary Ordinance, for employees assigned to Hetch Hetchy, the City will pay a stipend to employees residing in designated zip code areas enrolled in the Health Services System with employee plus two or more dependents where HMOs are not available and such employees are limited to enrollment in Plan 1.

ARTICLE III – PAY, HOURS AND BENEFITS

4. Life Insurance

325. The City will provide \$50,000 in term life insurance to each employee.

III.O. RETIREMENT

1. Retirement Payments

326. The SFERS shall process and pay retirement claims in the following manner:

<u>BENEFIT</u>	<u>PROCESSING TIME</u>
Initial monthly retirement allowance	60 days maximum 90% within 60 days
Withdrawal of contributions	6 weeks maximum 85% paid in 30 days
Death benefit	30 days maximum 90% paid within 30 days of filing appropriate papers

327. For fiscal years 2003-2004 and 2004-2005 of this Agreement, employees shall pay their own retirement contributions in an amount equal to 7.5% of covered gross salary. At the close of business June 30, 2005, employees shall pay 5% of the employee retirement contribution and the City shall resume paying the remainder of the employee retirement contribution. At the close of business June 30, 2006, the City shall resume paying the full employee retirement contribution.

328. The parties acknowledge that any City pick-up of employee retirement contributions, as well as other forms of payments (including without limitation payments for health and welfare insurance premiums) and accrued but unpaid leave accounts, are not considered a part of an employee's salary 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.

329. The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

ARTICLE III – PAY, HOURS AND BENEFITS

2. Quarterly Report and Annual Meeting

330. The San Francisco Employees Retirement System shall provide upon request a quarterly report to the Union detailing its current holdings and its annual return on investments. The Retirement System shall also meet each Fall during the term of this Agreement after their annual audit to review their portfolio with the Union on request. The Union will attempt to provide specific questions and items of interest in advance to SFERS to assist in setting an appropriate agenda.

3. Safety Retirement

331. If the voters approve an amendment to Charter Section A8.506-2 to delete the “no net increase in cost” requirement in that section, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.

332. Non-permanent employees who have earned not less than 1,040 hours of compensation during any twelve-month period shall become eligible for membership in the San Francisco Retirement System and shall be required to enroll.

4. Release Time for Pre-Retirement Planning Seminars

333. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

334. Employees must provide at least two (2) 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.

335. All such seminars must be located within the Bay Area.

336. This section shall not be subject to the grievance procedure.

5. Miscellaneous Retirement Improvement

337. The City agrees to meet and confer with Local 21 over possible Charter amendments, including early retirement incentives, to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties

ARTICLE III – PAY, HOURS AND BENEFITS

acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.

III. P. STATE DISABILITY INSURANCE (SDI)

338. Upon certification by the Union that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Human Resources Director shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI’s quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.
339. In the event any bargaining unit, covered by this Agreement, elects coverage in SDI as provided above, the payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not affect and shall be supplementary to payments from SDI. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular bi-weekly take-home earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee’s illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first. At the employee’s option, his/her accrued vacation, and compensatory time off (for non-Z employees only) can also be integrated with SDI payments in the same manner as sick leave.
340. Any over-payments of SDI coverage will be returned to the employee no later than the second pay period following departmental notification to the Controller’s Payroll & Personnel Division.
341. During the term of the Agreement, all classifications added to an existing bargaining unit that is covered by State Disability Insurance (“SDI”) shall automatically be enrolled in SDI. If a new bargaining unit is created or if the Union gains recognition for additional bargaining units, the Union shall certify in writing to the Employee Relations Director whether such units shall be enrolled in SDI.

III.Q. WORKER’S COMPENSATION LEAVE

Workers’ Compensation Supplementation (Shadow Sick Leave Account)

342. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee’s accumulated unused sick leave with pay credit balance at the time of

ARTICLE III – PAY, HOURS AND BENEFITS

disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

343. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
344. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.
345. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
346. 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.

III.R. LONG TERM DISABILITY

347. Effective July 1, 2001, the City shall provide to employees with six (6) months continuous service a Long-Term Disability (LTD) plan that provides, after a ninety (90) day elimination period, sixty-six percent (66%) salary (subject to integration) up to age sixty-five (65). Employees who receive payment under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.S. RETURN TO WORK

348. The City will make a good faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of his or her regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class.
349. Where appropriate temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department,

ARTICLE III – PAY, HOURS AND BENEFITS

the employee may be temporarily assigned to work in another classification, on a different shift, and/or in another department, subject to the approval of the Appointing Officer or designee.

350. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.
351. It is also understood that modified duty assignments are temporary only; modified duty assignments for employees temporarily unable to perform regular job duties may not exceed three (3) months. An employee assigned to temporarily modified duty assignment shall receive his/her regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and/or out of class assignment pay as may be provided under this Agreement.
352. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures under those laws.

III.T. SICK LEAVE

1. Accumulation

353. Employees shall be entitled to accumulate all unused sick leave.

2. Pilot Wellness Incentive Program

354. The City hereby establishes a pilot “wellness incentive program” to promote workforce attendance.

355. Effective July 1, 2002, any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

356. 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.

3. Example of Calculation

357. Employee A retires with 20 years of service.
Employee A has a sick leave balance of 500 hours.

ARTICLE III – PAY, HOURS AND BENEFITS

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

- 358. 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.
- 359. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.U. PARENTAL RELEASE TIME

- 360. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave – two hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight hours in any calendar month of the year.
- 361. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.
- 362. The employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the two paid hours per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.
- 363. Denial of Parental Leave under this section is not subject to the grievance process.

III.V. LIABILITY

- 364. The City shall defend and indemnify an employee against any claim or action against the employee or account of any act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced State law.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. EMPLOYEE DEVELOPMENT FUND

365. The City shall budget \$250,000 during each year of this agreement for employee training, education and development. During fiscal year 2004-2005 only, the City shall increase the amount budgeted for employee training, education and development by an additional \$75,000. All funds may be used to reimburse eligible employees for qualifying expenses incurred during fiscal years 2003-2004 and 2004-2005.
366. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of \$1,000 per fiscal year for tuition, internal or external training programs, professional conferences, professional association memberships and desired licenses relevant to the employee's current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training. Any employee who is entitled to reimbursement under the Employee Development Fund during the term of the MOU may apply at any time and will be reimbursed at the time funds become available.
367. These funds may not be used for travel, lodging or food. Unused funds shall not carryover beyond the expiration of this MOU.
368. Employees shall not be required to utilize these funds for Department-mandated training.
369. Notwithstanding other provisions in this Section, the City agrees to roll over unused funds from 2002-2003 into the 2003-2004 Fund in recognition of administrative difficulties utilizing the Fund in 2002-2003.
370. Administrative issues concerning the use of the Employee Development Fund shall be addressed through the UCRC.

IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

371. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license.

ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.C. PROFESSIONAL ASSOCIATION MEETINGS

372. Departments shall continue their present practice with respect to the attendance by employees at professional association meetings, conferences, classes, courses, seminars and other programs, including the reimbursement of related expenses. Opportunities shall be provided in a consistent and uniform manner. Department practices shall be extended to the 2846 Nutritionist class.

IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS

373. Subject to the budgetary and fiscal limitations, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

IV.E. EDUCATIONAL PROGRAMS

374. Subject to the approval of the appointing officer, Personal Property Auditors and other represented employees shall be on paid status when attending educational programs required to maintain a job-related state license.

IV.F. EMPLOYEE SUGGESTION PROGRAM

375. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for considerations and possible awards.

IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS

376. Employees in the following classes shall be granted five days of educational leave with pay per year to attend Department approved training courses, workshops and seminars. Full-time employees will become eligible for the educational leave after completion of six months of permanent employment. Part-time employees who work less than forty hours per week but more than twenty hours per week will become eligible for the educational leave after completion of one year of permanent employment. Scheduling of educational leave shall be by mutual agreement, subject to the staffing requirements of the Department.

2538	2548	2555	2566
2540	2550	2556	
2542	2551	2558	

377. The Department of Public Health, at its sole discretion, may assign employees to additional training on paid status.

ARTICLE V: WORKING CONDITIONS

V.A. HEALTH AND SAFETY

379. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.
380. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the Department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
381. If the Department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the DPH OSH Program staff, if the Department does not have professional OSH staff.
382. If the Departmental or DPH OSH staff, and the employee and his/her representative do not agree the potentially hazardous condition will be evaluated by a panel of three (3) City OSH professionals who have not been involved in either of the previous evaluations.
383. Such evaluations shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.
384. In the event that either the employee or the Union disagrees with the evaluation of the three person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.
385. Upon request, the City shall provide the union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

V.B. ASSAULT DATA

386. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

ARTICLE V – WORKING CONDITIONS

V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS

387. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

388. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

1. Eye Examinations

389. All represented employees, who are health service system members, shall be eligible for one (1) annual VDT examination and prescribed eyewear.

2. Breaks

390. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.

3. Physical Plant

391. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

392. a. Where necessary, effective glare screens shall be affixed to the front of such machines;

393. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

394. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

395. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

ARTICLE V – WORKING CONDITIONS

4. Inspection of Machines

396. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

5. Pregnancy

397. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS

398. The City Departments shall make good faith efforts to develop alternative assignments for disabled or pregnant employees whose doctors certify that they are temporarily unable to perform specified aspects of their regular job duties if, in the particular situation,

399. 1. There is sufficient work which the employee can perform available within the employee's job classification in the department, and

400. 2. In the opinion of the department head, assigning the work to the disabled employee or pregnant employee can be done without adversely affecting the operation of the department.

401. In the event a City-wide policy on alternative, light and/or modified duty assignments is proposed during the life of the Agreement, the parties agree to reopen this Section (V.D.) to meet and confer regarding such policy.

402. The City shall provide annual audiometric examinations in accordance with the City's Hearing Conservation Program.

V.E. EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program Advisory Committee

403. The Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

V.F. PROTECTIVE CLOTHING

404. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as

ARTICLE V – WORKING CONDITIONS

deemed appropriate for the purpose by the employee and his/her Appointing Officer.

405. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations. Individual requests for additional equipment may be forwarded to the UCRC for further attention.

V.G. COMFORT STANDARDS

406. The City shall make good faith efforts to provide adequate lounge, locker and comfort facilities.

V.H. UNIFORM ALLOWANCE

407. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by the Agreement, shall be paid an annual uniform allowance of \$175.00, or, in the case of lab coats or smocks, \$100.00 no later than December 1 of each year. The Department shall fix the appropriate amount for the allowance after meeting and conferring with the Union prior to September 1 of each year.

V.I. UNIFORM ALLOWANCE (COMPUTER OPERATORS)

408. For employees in the Units 8Z and 11O, when properly working on machines, the City will provide smocks for the individuals occupying positions in Units 8Z and 11O, provided, however, that only those employees presently receiving said smocks shall continue to receive them. Smocks will be replaced at the City's expense when they are unserviceable, but in any event, not more than one smock per employee per year shall be issued. Total cost to the City of this provision shall not exceed one thousand dollars (\$1,000) per fiscal year in each year of this agreement.

V.J. REIMBURSEMENT OF PERSONAL EXPENSES

409. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

V.K. FINGERPRINTING

410. The City shall bear the full cost of fingerprinting whenever such is required of the

ARTICLE V – WORKING CONDITIONS

employee.

V.L. TELECOMMUTING

411. The City recognizes that telecommuting programs may be good public policy. The Government Efficiency Committee shall discuss the feasibility of implementing a telecommuting policy for the classifications represented by the Union, and the Committee shall prepare a joint report on telecommuting that shall explore: telecommuting policies in other jurisdictions; how telecommuting would affect employee productivity and the delivery of City services to the public; potential costs or savings that might result from telecommuting; and legal issues associated with telecommuting. Except by mutual agreement, the report shall be issued no later than December 1, 2003.
412. In continuing the joint effort to explore opportunities for telecommuting for positions in classifications represented by the Union, the City agrees to convene a telecommuting committee to develop a comprehensive policy and program regarding telecommuting. The committee shall include representatives of City departments and the Union. The committee shall be convened no later than July 31, 2004, and shall recommend a telecommuting program, including criteria, implementation procedures and where telecommuting is appropriate, to the Mayor not later than January 31, 2005. The City will implement a Citywide telecommuting policy and program no later than June 1, 2005.

V.M. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS

413. The City will provide Rehabilitation Professionals at California Children Services/Medical Treatment Union (CCS/MTU) pagers with voicemail and/or access to voicemail.

V.N. PRODUCTIVITY STANDARDS

Health at Home

414. The Productivity Standard for Health at Home is the following (or its equivalent):
Four (4) case manager revisits per day, or
Five (5) non-case manager revisits per day (Carry-calls)
415. It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:
1. A new referral or new admission is equal to two (2.0) revisits.
 2. A re-certification visit is equal to 1.5 revisits.
 3. A resumption of care visit is equal to 1.5 revisits.

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT

VI.A. SCOPE OF AGREEMENT

416. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section 8.409-3, which reads as follows:
417. Notwithstanding any other provisions of this charter, or of the ordinances, rules or regulations of the city and county of San Francisco and its departments, boards and commissions, the city and county of San Francisco, through its duly authorized representatives, and recognized employee organizations representing classifications of employees covered by this part shall have the mutual obligation to bargain in good faith on all matters within the scope of representation as defined by Government Code section 3504, relating to the wages, hours, benefits and other terms and conditions of city and county employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any agreement, and including agreements to provide binding arbitration of discipline and discharge; provided, however that, except insofar as they affect compensation, those matters within the jurisdiction of the civil service commission which establish, implement and regulate the civil service merit system shall not be subject to bargaining under this part: the authority, purpose definitions, administration and organization of the merit system and the civil service commission; policies, procedures and funding of the operations of the civil service commission and its staff; the establishment and maintenance of a classification plan including the classification and reclassification of positions and the allocation and reallocation of positions to the various classifications; status rights; the establishment of standards, procedures and qualifications for employment, recruitment, application, examination, selection, certification and appointment; the establishment, administration and duration of eligible lists; probationary status and the administration of probationary periods, except duration; pre-employment and fitness for duty medical examinations except for the conditions under which referrals for fitness for duty examinations will be made, and the imposition of new requirements; the designation of positions as exempt, temporary, limited tenure, part-time, seasonal or permanent; resignation with satisfactory service and reappointment; exempt entry level appointment of the handicapped; approval of payrolls; and conflict of interest. Nothing in this paragraph shall limit the obligation of the civil service commission to meet and confer as appropriate under state law.

VI.B. SAVINGS CLAUSE

418. Should any part of this Memorandum be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the

ARTICLE VI – IMPLEMENTATION AND TERM OF AGREEMENT

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 which meets with the precepts of the law.

419. Any term of condition of this Agreement which conflicts with the Fair Labor Standards Act, Title U.C.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Act and/or the rules and regulations thereto continue to be applicable to the City and County of San Francisco. Should any dispute over the application of the Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

VI.C. AMENDMENT OR MODIFICATION

420. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified by mutual consent of the parties. Such amendments(s) shall be reduced to writing.

VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER PROCESS

421. This Memorandum of Understanding shall be in effect from July 1, 2003 through and inclusive of June 30, 2006.
410. To address the uncertainty of the state budget and the local economic recovery upon the City’s budget or to address other Charter Section A8.409 factors, either party may reopen to discuss appropriate adjustments to wage and retirement pick-up, if any, for the second year (2004) of this agreement. Disputes and deadlines shall be governed by Charter Section A8.409.

IN WITNESS HEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2004.

FOR THE UNION

FOR THE CITY AND COUNTY

DAVID NOVOGRODSKY Date
Executive Director, IFPTE, Local 21

TED YAMASAKI Date
Acting Human Resources Director

LISA FELDSTEIN Date
IFPTE, Local 21

PHILIP GINSBURG Date
Deputy City Attorney

APPROVED AND ADOPTED BY
THE BOARD OF SUPERVISORS
BY RESOLUTION NO. _____
ON _____

GEOFFREY ROTHMAN, Director Date
Employee Relations Division

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

By

ELIZABETH SALVESON Date
Chief Labor Attorney

APPENDIX A: Local 21 Represented Classifications

(As of July 1, 2004)

Union Code	Job Code	Job Classification	Barg Unit	Sub Unit
021	1002	IS Operator-Journey	08	Z
021	1003	IS Operator-Senior	08	Z
021	1004	IS Operator-Analyst	08	Z
021	1005	IS Operator-Supervisor	11	O
021	1011	IS Technician Assistant	08	Z
021	1012	IS Technical-Journey	08	Z
021	1013	IS Technician-Senior	08	Z
021	1014	IS Technician-Supervisor	11	O
021	1021	IS Administrator I	08	Y
021	1022	IS Administrator II	08	Y
021	1023	IS Administrator III	08	Y
021	1024	IS Administrator-Supervisor	11	N
021	1031	IS Trainer-Assistant	08	Y
021	1032	IS Trainer-Journey	08	Y
021	1033	IS Trainer-Senior	08	Y
021	1041	IS Engineer-Assistant	08	Y
021	1042	IS Engineer-Journey	08	Y
021	1043	IS Engineer-Senior	08	Y
021	1044	IS Engineer-Principal	08	Y
021	1051	IS Business Analyst-Assistant	08	Y
021	1052	IS Business Analyst	08	Y
021	1053	IS Business Analyst-Senior	08	Y
021	1054	IS Business Analyst-Principal	08	Y
021	1061	IS Program Analyst-Assistant	08	Y
021	1062	IS Programmer Analyst	08	Y
021	1063	IS Programmer Analyst-Senior	08	Y
021	1064	IS Programmer Analyst-Principal	08	Y
021	1070	IS Project Director	11	N
021	1232	Training Officer	08	R
021	1312	Public Information Officer	08	R
021	1314	Public Relations Officer	08	R
021	1360	Special Assistant I	04	D
021	1361	Special Assistant II	04	D
021	1362	Special Assistant III	04	D
021	1363	Special Assistant IV	04	D
021	1364	Special Assistant V	04	D
021	1365	Special Assistant VI	08	I
021	1366	Special Assistant VII	08	I
021	1367	Special Assistant VIII	08	I
021	1368	Special Assistant IX	08	I
021	1369	Special Assistant X	11	G
021	1370	Special Assistant XI	11	G
021	1371	Special Assistant XII	11	G
021	1649	Accountant Intern	08	J

APPENDIX A

Union Code	Job Code	Job Classification	Barg Unit	Sub Unit
021	1650	Accountant	08	J
021	1652	Senior Accountant	08	J
021	1654	Principal Accountant	11	A
021	1655	Systems Accountant	08	J
021	1656	Head Accountant	11	A
021	1657	Senior Systems Accountant	08	J
021	1670	Financial Systems Supervisor	11	A
021	1684	Associate Auditor	08	J
021	1686	Supervising Auditor	11	A
021	1734	Computer Operator I	08	Z
021	1739	Computer Operations Supervisor II	11	O
021	1801	Supervising Performance Auditor	11	A
021	1804	Statistician	08	J
021	1805	Associate Performance Auditor	08	J
021	1806	Senior Statistician	08	J
021	1823	Senior Administrative Analyst	08	J
021	1824	Pr Administrative Analyst	11	A
021	1827	Administrative Services Manager	11	A
021	1944	Materials Coordinator	08	J
021	1950	Assistant Purchaser	08	J
021	1952	Purchaser	08	J
021	1956	Senior Purchaser	08	J
021	1958	Supervising Purchaser	11	A
021	2107	Med Staff Services Department Analyst	08	R
021	2119	Health Care Analyst	08	R
021	2218	Physician Assistant	08	T
021	2403	Forensic Laboratory Technician	08	L
021	2456	Assistant Forensic Toxicologist I	08	L
021	2457	Assistant Forensic Toxicologist II	08	L
021	2458	Forensic Toxicologist	08	L
021	2478	Senior Sewage Treatment Chemist	08	L
021	2481	Water Quality Technician I/II	10	
021	2482	Water Quality Technician III	10	
021	2483	Biologist I/II	08	L
021	2484	Biologist III	08	L
021	2485	Supervising Biologist	11	R
021	2486	Chemist I/II	08	L
021	2487	Chemist III	08	L
021	2488	Supervising Chemist	11	R
021	2489	Lab Services Manager	11	R
021	2538	Audiometrist	08	T
021	2540	Audiologist	08	T
021	2542	Speech Pathologist	08	T
021	2548	Occupational Therapist	08	T
021	2550	Senior Occupational Therapist	11	R
021	2551	Mental Health Treatment Spec	08	T
021	2555	Physical Therapist Assistant	08	T
021	2556	Physical Therapist	08	T

MEMORANDUM OF UNDERSTANDING, FY 2003- 2006
CITY AND COUNTY OF SAN FRANCISCO AND
IFPTE, LOCAL 21

APPENDIX A

Union Code	Job Code	Job Classification	Barg Unit	Sub Unit
021	2558	Senior Physical Therapist	11	R
021	2566	Rehabilitation Counselor	08	T
021	2589	Health Program Coordinator I	11	R
021	2591	Health Program Coordinator II	11	R
021	2593	Health Program Coordinator III	11	R
021	2594	Employee Assistance Counselor	08	R
021	2595	Senior Employee Assistant Counselor	08	R
021	2802	Epidemiologist I	08	L
021	2803	Epidemiologist II	08	L
021	2819	Assistant Health Educator	08	R
021	2822	Health Educator	08	R
021	2825	Senior Health Educator	11	R
021	2846	Nutritionist	08	T
021	2924	Medical Social Work Supervisor	11	R
021	2978	Contract Compliance Officer II	11	A
021	2982	Rent Board Supervisor	11	A
021	2992	Contract Compliance Officer I	08	J
021	3374	Volunteer/Outreach Coordinator	08	R
021	4140	Real Property Manager	08	J
021	4142	Senior Real Property Officer	11	A
021	4143	Principal Real Property Officer	11	A
021	4220	Personal Property Auditor	08	J
021	4222	Senior Personal Property Auditor	11	A
021	4224	Pr Personal Property Auditor	11	A
021	4230	Estate Investigator	08	J
021	4231	Senior Estate Investigator	11	A
021	4260	Real Prop Appraiser Trainee	08	J
021	4261	Real Property Appraiser	08	J
021	4265	Senior Real Property Appraiser	08	J
021	4267	Pr Real Property Appraiser	11	A
021	5120	Architectural Administrator	08	U
021	5130	Sewage Treatment Plant Superintendent	11	F
021	5174	Administrative Engineer	11	J
021	5177	Safety Officer	08	M
021	5201	Junior Engineer	08	M
021	5203	Assistant Engineer	08	M
021	5207	Associate Engineer	11	F
021	5209	Industrial Engineer	11	F
021	5211	Senior Engineer	11	F
021	5212	Principal Engineer	11	F
021	5214	Building Plans Engineer	11	J
021	5215	Fire Protection Engineer	08	M
021	5216	Chief Surveyor	11	F
021	5217	Building Code Analyst	11	K
021	5218	Structural Engineer	11	F
021	5219	Senior Structural Engineer	11	F
021	5224	Associate Water Purification Engineer	11	F
021	5228	Assistant Transportation Engineer	08	M

APPENDIX A

Union Code	Job Code	Job Classification	Barg Unit	Sub Unit
021	5241	Engineer	11	F
021	5256	Mechanical Engineer	11	F
021	5260	Architectural Assistant I	08	V
021	5261	Architectural Assistant II	08	V
021	5262	Landscape Architect Associate I	08	N
021	5265	Architectural Associate I	08	V
021	5266	Architectural Associate II	08	U
021	5268	Architect	11	K
021	5270	Senior Architect	11	K
021	5272	Landscape Architect Associate II	08	N
021	5273	Principal Architect	11	K
021	5274	Landscape Architect	11	E
021	5275	Senior Landscape Architect	11	E
021	5276	City Planning Intern	08	JJ
021	5277	Planner I	08	JJ
021	5278	Planner II	08	JJ
021	5280	Planner III	11	P
021	5283	Planner V	11	P
021	5288	Transit Planner II	08	JJ
021	5289	Transit Planner III	11	P
021	5290	Transit Planner IV	11	P
021	5291	Planner III	11	P
021	5293	Planner IV	11	P
021	5298	Planner III- Environmental Review	11	P
021	5299	Planner IV- Environmental Review	11	P
021	5301	Supervisor, Traffic Painting Program	10	
021	5302	Traffic Survey Technician	10	
021	5303	Supervisor, Traffic & Street Signs	10	
021	5304	Materials Testing Aide	10	
021	5305	Materials Testing Technician	10	
021	5306	Traffic Sign Manager	10	
021	5310	Survey Assistant I	10	
021	5312	Survey Assistant II	10	
021	5314	Survey Associate	10	
021	5320	Illustrator and Art Designer	08	M
021	5330	Graphics Supervisor	10	
021	5342	Mechanical Engineering Assistant I	10	
021	5344	Mechanical Engineering Assistant	10	
021	5346	Mechanical Engineering Associate I	10	
021	5350	Electrical Engineering Assistant I	10	
021	5352	Electrical Engineering Assistant	10	
021	5354	Electrical Engineering Associate I	10	
021	5360	Civil Engineering Assistant I	10	
021	5362	Civil Engineering Assistant	10	
021	5364	Civil Engineering Associate I	10	
021	5366	Engineering Associate II	10	
021	5380	Student Design Trainee I, Arch/Eng/Plng	10	
021	5381	Student Design Trainee II, Arch/Eng/Plng	10	

APPENDIX A

Union Code	Job Code	Job Classification	Barg Unit	Sub Unit
021	5382	Student Design Trainee III, Arch/Eng/Plng	10	
021	5508	Project Manager IV	11	F
021	5601	Utility Analyst	10	
021	5602	Utility Specialist	11	F
021	5606	Energy Specialist	10	
021	5608	Senior Energy Specialist	11	F
021	5620	Regulatory Specialist	08	M
021	5638	Environmental Assistant	08	M
021	5640	Environmental Specialist	08	M
021	5642	Senior Environmental Specialist	08	M
021	5644	Principal Environmental Specialist	11	F
021	6106	Sanitary Engineering Technician	10	
021	6115	Wastewater Control Inspector	10	
021	6116	Supervising Wastewater Cont Inspector	10	
021	6130	Safety Analyst	08	M
021	6137	Assistant Industrial Hygienist	08	M
021	6138	Industrial Hygienist	08	M
021	6230	Street Inspector	10	
021	6231	Senior Street Inspector	10	
021	6232	Street Inspection Supervisor	10	
021	6262	Plan Checker-Architectural	10	
021	6266	Senior Plan Checker	10	
021	6270	Housing Inspector	08	S
021	6272	Senior Housing Inspector	11	H
021	6274	Chief Housing Inspector	11	H
021	6281	Fire Safety Inspector II	08	S
021	6318	Construction Inspector	10	
021	6335	Disability Access Coordinator	08	S
021	7132	Telecommunication Supervisor	10	
021	7336	Electronic Instrumentation Technician, Wtr Poll	10	
021	7457	Sign Worker	01	JJ
021	8167	Parking Hearing Examiner	08	J
021	8173	Legal Assistant	08	F
021	8219	Parking Enforcement Admin	11	A
021	8240	Pub Safety Communication Coordinator	11	R
021	8260	Criminalist II	08	L
021	8262	Criminalist III	11	R
021	8264	Forensic Document Examiner	08	L
021	9195	Light Rail Vehicle Equipment Engineer	T11	F
021	9196	Senior Light Rail Vehicle Equipment Engineer	T11	F
021	9197	Signal and Systems Engineer	T11	F
021	9206	Airport Property Specialist I	08	J
021	9255	Airport Economic Planner	11	A
021	9376	Market Research Specialist, Port	08	J
021	9377	Feasibility Analyst, Port	08	J
021	9386	Senior Property Manager, Port	11	A
021	9393	Maritime Marketing Representative	08	J
021	9395	Property Manager, Port	08	J

MEMORANDUM OF UNDERSTANDING, FY 2003- 2006
 CITY AND COUNTY OF SAN FRANCISCO AND
 IFPTE, LOCAL 21

APPENDIX A

Union Code	Job Code	Job Classification	Barg Unit	Sub Unit
022	1130	Youth Commission Advisor, Board of Supervisors	A/P	
022	1203	Personnel Technician	A/P	C
022	1231	Assistant Manager, EEO	A/P	C
022	1233	EEO Programs Specialist	A/P	C
022	1241	Personnel Analyst	A/P	C
022	1244	Senior Personnel Analyst	A/P	C
022	1246	Principal Personnel Analyst	A/P	C
022	1452	Executive Secretary II	A/P	C
022	1453	Principal Stenographer, Mayors Office	A/P	C
022	1454	Executive Secretary III	A/P	C
022	1492	Assistant Clerk, Board of Supervisors	A/P	C
022	1506	Confidential Secretary to Sheriff	A/P	C
022	1512	Confidential Secretary & Exec Assistant PubIDfdr	A/P	C
022	1518	Confidential Secretary to Assessor	A/P	
022	1520	Confidential Secretary to District Attorney	A/P	C
022	1522	Confidential Secretary to City Attorney	A/P	C
022	1544	Secretary, Library Commission	A/P	C
022	1546	Secretary, Commission on the Aging	A/P	C
022	1548	Secretary, Human Services Commission	A/P	C
022	1549	Secretary, Juvenile Probation Commission	A/P	
022	1551	Secretary, Health Commission	A/P	C
022	1555	Secretary, Bldg Inspection Commission	A/P	
022	1574	Executive Secretary to the Controller	A/P	C
022	1835	Legislative Assistant	A/P	C
022	8116	Legislative Calendar Clerk	A/P	
022	8118	Legislation Clerk	A/P	C
022	8151	Claims Investigator, CA	A/P	
022	8152	Senior Claims Investigator, City Attorney's Office	A/P	
022	8169	Legislative Assistant City Attorney's Office	A/P	
022	9276	Secretary, Airports Commission	A/P	C

APPENDIX B

APPENDIX B: Schedules of Compensation

(To be appended by 9/30/05)

APPENDIX C: CIP ADDENDUM

**CAPITAL PROJECTS MOU ADDENDUM
TO THE 2003-2006 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND
THE INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO**

Introduction

San Francisco faces an unprecedented challenge: to restore its aging water system to ensure a reliable Bay Area water supply and avoid system outages which could be caused by natural disasters. The City faces similar challenges in maintaining, restoring, and improving other essential City infrastructure components.

The parties recognize that achievement of this goal requires an extraordinary level of labor-management cooperation, and that disagreements regarding contracting out, terms and conditions of employment, hiring and promotion methods, and other matters have the potential to interfere with implementation of the City's capital projects. The parties further recognize that the success of the City's capital projects will require new and innovative approaches in many employment-related areas including recruitment, hiring, promotion, training, work rules, compensation, evaluation, and management.

The purpose of this Agreement is to promote the efficiency of design, construction management and project management operations for the City's capital projects and provide for efficient resolution of labor disputes and grievances, thereby promoting the public interest in assuring the timely and economical completion of capital projects.

Findings

WHEREAS, the City is or will be engaged in a number of significant capital projects in the coming years which will require that work proceed in an efficient manner without delay or disruption because of disagreements between the City and the Union; and

WHEREAS, the largest capital project the City faces is the modernization and repair of the Hetch Hetchy water supply system;

WHEREAS, the voters passed Propositions A and E, ensuring that funding is available to complete this ambitious program in a timely manner; and

APPENDIX C

WHEREAS, the voters have found that “the protection, maintenance and repair of the [Hetch Hetchy water supply] system are among their highest priorities”; and

WHEREAS, the PUC CIP consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water and may in the future also consists of a Clean Water Improvement Program and a Repair and Replacement Program; and

WHEREAS, successful completion of the PUC CIP is of the utmost importance to the general public in the San Francisco Bay Area and the state; and

WHEREAS, the Public Utilities Commission (PUC), the Department of Public Works (DPW) and the Department of Human Resources are strategic partners on the PUC CIP and have entered into MOUs memorializing their agreements to share responsibility for completion of the PUC CIP; and

WHEREAS, successful completion of City capital projects is of the utmost importance to the general public; and

WHEREAS, the interests of the general public, the City and County of San Francisco and IFPTE, Local 21 are best served if the work on all capital projects proceeds in an efficient manner without delay or disruption because of disagreements between the City and the Union; and

WHEREAS, the City and the Union desire to establish specific and unique terms and conditions of employment to ensure the City's capital projects are completed with utmost quality, with in-house staff to the greatest extent practicable and on-time and on-budget; and

WHEREAS, through this Agreement, the City and the Union desire to encourage close cooperation which ensures that a satisfactory and harmonious relationship will exist among the parties; and

WHEREAS, the current collective bargaining agreement between Local 21 and the City shall be amended by the Board of Supervisors to incorporate this Agreement; and

WHEREAS, this Agreement shall not replace, interfere, abrogate, diminish or modify the terms and conditions of the parties' existing collective bargaining agreement except as specifically amended; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the City's capital projects.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I - DEFINITIONS

- 1.1 "Agreement" means "Capital Projects MOU Addendum" between the City and Local 21 covering the City's capital projects.
- 1.2 "Capital Improvement Program" or "CIP" means the Capital Improvement Program of the San Francisco Public Utilities Commission which consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water, all of which will be bond funded. The CIP may also in the future include a bond-funded Clean Water Improvement Program and a Repair and Replacement Program in which annual water revenues will be utilized for ongoing maintenance of these regional and water projects.
- 1.3 "Capital Projects" mean projects with budgets for construction, professional /personal services, purchase, or installation that exceed one hundred thousand dollars (\$100,000) and which provide facilities, systems or equipment with a useful life of three years or more or extend the useful life of a facility, system or equipment for three years or more.
- 1.4 "City" means City and County of San Francisco.
- 1.5 "CSC" means the Civil Service Commission of the City and County of San Francisco.
- 1.6 "Day" means calendar days, unless otherwise expressly provided.
- 1.7 "DHR" means Department of Human Resources, a department of the City.
- 1.8 "DPW" means Department of Public Works, a department of the City.
- 1.9 "Emergency" means unanticipated event or delay that impacts the functionality of the water system.
- 1.10 "JUCC" means Joint Union-City Committee, a joint labor management committee between the City and Local 21.
- 1.11 "Local 21" means "Union" or "International Federation of Professional and Technical Engineers (IFPTE), Local 21."
- 1.12 "MMBA" means the Meyers-Milias-Brown Act, Government Code section 3500 et seq.
- 1.13 "MOU" means the memorandum of understanding between the City and Local 21.
- 1.14 "Parties" means the City and County of San Francisco and the International Federation of Professional and Technical Engineers (IFPTE), Local 21.

APPENDIX C

- 1.15 "Planning" means the activities of employees in the classes covered by this Agreement during the pre-design and/or planning phase of the City's capital projects.
- 1.16 "PUC" means Public Utilities Commission, a department of the City.
- 1.17 "RFP" or "RFQ" means Request for Proposal or Request for Qualifications.
- 1.18 "UCRC" means Union/City Relations Committee

ARTICLE II – SCOPE OF AGREEMENT

- 2.1 Parties. Subject to approval by the Board of Supervisors and ratification by the Union, the Agreement shall apply to the City and County of San Francisco and IFPTE, Local 21.
- 2.2 Covered Classifications. This Agreement shall govern the following Local 21 represented design, construction management and project management classifications.

- 5120 Architectural Administrator
- 5174 Administrative Engineer
- 5201 Junior Engineer
- 5203 Assistant Engineer
- 5205 Associate Materials Engineer
- 5207 Associate Engineer
- 5211 Senior Engineer
- 5212 Principal Engineer
- 5218 Structural Engineer
- 5219 Senior Structural Engineer
- 5241 Engineer
- 5260 Architectural Assistant I
- 5261 Architectural Assistant II
- 5262 Landscape Architect Associate I
- 5265 Architectural Associate I
- 5266 Architectural Associate II
- 5268 Architect
- 5270 Senior Architect
- 5272 Landscape Architect Associate II
- 5273 Principal Architect
- 5274 Landscape Architect
- 5275 Senior Landscape Architect
- 5304 Materials Testing Aide
- 5305 Materials Testing Technician

APPENDIX C

5310 Survey Assistant I
5312 Survey Assistant II
5314 Survey Associate
5216 Chief Surveyor
5342 Mechanical Engineering Assistant I
5344 Mechanical Engineering Assistant II
5346 Mechanical Engineering Associate I
5350 Electrical Engineering Assistant I
5352 Electrical Engineering Assistant
5354 Electrical Engineering Associate I
5362 Civil Engineering Assistant
5364 Civil Engineering Associate I
5366 Civil Engineering Associate II
5502 Project Manager I
5504 Project Manager II
5506 Project Manager III
5508 Project Manager IV
5620 Regulatory Specialist
6318 Construction Inspector
6335 Disability Access Coordinator
9195 Light Rail Vehicle Equipment Engineer
9196 Senior Light Rail Vehicle Engineer
9197 Signal & Systems Engineer

This Agreement may also cover other classes for which 50% or more of assigned duties are devoted to capital projects. Such classes shall be recommended by the JUCC, the Assistant General Manager for Infrastructure and the Deputy Director for Engineering to the Human Resources Director for approval after appropriate consultation with affected Departments.

2.3 Covered Departments. Subject to the limitations of Charter Section 8A.104, this Agreement shall govern all City departments except for Article IV (Contracting) and Article VI (JUCC) which shall govern only the PUC and DPW. The San Francisco Unified School District and the Community College District are not covered by the Agreement.

2.4 Exclusions

2.4.1 Except as set forth herein, the Agreement is not intended to, and shall not affect Local 21 represented classes not covered in Section 2.2.

2.4.2 This Agreement shall not abrogate, diminish or modify the jurisdiction and requirements of the State Constitution, State Codes, Charter, the Administrative Code and the Civil Service Commission and Civil Service Commission Rules. Matters within the jurisdiction of the Civil Service Commission as set forth in Charter Section A8.409-3 are not subject to any interest or grievance arbitration

procedure.

- 2.4.3 This agreement shall not apply where acceptance of funding from a state or federal agency precludes its application.

ARTICLE III – STAFFING

3.1 Principles

- 3.1.1 The parties agree that in order to maximize City employment opportunities, it is necessary to hire and promote highly qualified employees quickly and efficiently. The parties acknowledge that many employees involved in capital projects possess state licenses in engineering, architecture and other specialties; such licenses often establish a candidate's minimum qualifications for employment; and, with respect to licensed professionals, employment and promotional decisions are best addressed at the departmental level.
- 3.1.2 The parties agree that the hiring methods employed on the CIP and other capital projects throughout the City should be fair, should honor the merit system, should command public confidence, and should be focused on creating a talented city workforce.
- 3.1.3 The parties agree that this Article covers matters within the jurisdiction of the Civil Service Commission and shall be administered subject to Civil Service Commission Rules and procedures.

3.2 Hiring

- 3.2.1 Continuous Testing. As permitted under Civil Service Rule III, the union agrees to the use of continuous testing for all classes covered by this agreement.
- 3.2.2 Certification Rules. In accordance with Civil Service Rule 113, the parties agree to the following certification rules for covered classes:
- a. Rule of the List. Classes 5211 (Senior Engineer), 5212 (Principal Engineer), 5270 (Senior Architect), 5273 (Principal Architect) and 5275 (Senior Landscape Architect) shall utilize the Rule of the List.
 - b. Rule of Seven scores. Classes 5174 (Administrative Engineer), 5241 (Engineer), 5268 (Architect) and 5274 (Landscape Architect) shall utilize a ranked list and the Rule of Seven scores.

APPENDIX C

- c. Rule of Five scores. Classes 5266 (Architectural Assistant II) and 5272 (Landscape Architect Associate II) shall utilize a ranked list and the same certification rule (Rule of Five scores) currently used by Class 5207 (Associate Engineer).
- d. Rule of Three scores. Classes 5260 (Architectural Assistant I), 5261 (Architectural Assistant II), 5262 (Landscape Architectural Associate I) and 5265 (Architectural Associate I) shall utilize a ranked list and the same certification rule (Rule of Three scores) currently used for Class 5201 (Junior Engineer) and Class 5203 (Assistant Engineer).
- e. Other Covered Classes. Consistent with Civil Service Rules, the basic certification will be Rule of Three scores unless the parties mutually agree to a broader certification rule. All other covered classes shall continue to utilize existing certification rules. All certification rules may be modified by mutual agreement.

3.2.3 Selection by Appointing Authority. In accordance with Civil Service Rule 113, the Departments shall apply merit-based criteria in considering all qualified candidates for a position including procedures similar to those utilized for provisional hiring. Such procedures shall be developed, promulgated and distributed by the Department of Human Resources.

3.2.4 MTA. In accordance with Charter Section 8A.104, MTA's human resources director assumes the powers and duties of the City's Director of Human Resources, including those related to testing, certification and selection, for service critical classes at MTA.

3.2.5 Appeals. Nothing herein shall waive an employee's right to pursue available remedies before the Civil Service Commission in accordance with Civil Service Commission Rules. The Union agrees not to appeal to the Civil Service Commission the utilization of continuous lists or the application of the certification rules set forth in this Agreement. Neither hiring decisions nor any other provision of this Section shall be grievable under either the provisions of this Agreement or the parties' MOU.

3.3 Technical Engineers

3.3.1 The parties agree that employees in technical engineering classifications are necessary and critical to the successful completion of the CIP. The parties pledge to explore within the CIP career opportunities that recognize and reward their high levels of skills, experience, education and responsibilities. Therefore, the City and the Union agree to undertake a utilization study of the technical engineering classifications.

APPENDIX C

3.3.2 The objectives of a utilization study shall be as follows:

- a. Audit the current use of technical level positions;
- b. Audit the current work processes;
- c. Identify typical uses of these positions in other Engineering organizations;
- d. Identify opportunities to increase the utilization of technical level positions;
- e. Identify other issues that involve the utilization of these positions;
- f. Recommend changes in the use of the positions that could impact the classification and compensation plan.

3.3.3 Advisory Committee

- a. The study will be conducted by an independent consultant and be managed by the City in conjunction with an advisory committee.
- b. The committee shall continuously oversee the study and make recommendations with regard to:
 - (i) Study design
 - (ii) Preparing the RFQ and/or RFP
 - (iii) Selection of an expert contractor
 - (iv) Ongoing project communications
 - (v) Preliminary and final project reports
 - (vi) Consideration and potential implementation of study recommendations
- c. The committee shall consist of representatives from major user departments, the Department of Human Resources and the Union. The committee may also utilize Dr. Rhonda Evans from the Center for Labor Education and Research at UC Berkeley and technical engineering studies she has previously completed on behalf of the union.
- d. The committee shall commence to meet not later than 30 days after ratification of this Agreement.

3.3.4 Request for Proposal

- a. The RFP/RFQ process for the study will be advanced as expeditiously as possible, subject to project staffing and city contracting requirements.

- b. The RFP/RFQ shall require that the selected consultant complete the study in approximately ninety (90) days from project inception.
- 3.3.5 Salary Comparability Study. The City and the Union agree to complete a salary study for technical engineering classes no later than March 30th, 2004. Results and findings may be considered during negotiations if either party wishes to re-open for 2004-2005 of the current agreement or during negotiations for a successor MOU effective July 1, 2005.

ARTICLE IV – CONTRACTING

4.1 Principles

- 4.1.1 The parties commit to delivering the CIP and related projects with the highest quality and on-time and on-budget.
- 4.1.2 The parties commit to use in-house staff to perform engineering, planning, architectural, construction management, program management and project management work where feasible and practicable given the needs and schedule of the CIP and related projects.
- 4.1.3 The parties agree that contracting-out may be necessary in some circumstances and that disagreements over decisions to contract-out shall be fact-based and shall utilize the criteria set forth herein.
- 4.1.4 The parties acknowledge that the process set forth herein is intended as a pilot designed to improve communication and decision making with regard to contracting issues at PUC and DPW.
- 4.1.5 The parties acknowledge that this is a pilot process limited to contracting decisions at PUC and DPW, but mutually desire that successful outcomes will motivate other City departments to utilize this pilot process or related processes for contracting decisions.

4.2 Standards for Contracting-Out. The parties recognize that under Civil Service Commission guidelines contracting-out work may be necessary for the following reasons:

- 4.2.1 Specialized Expertise. The City may contract-out specialized services for which City staff do not possess the necessary specialized skills or experience.

APPENDIX C

- 4.2.2 Peak Workloads. The City may contract-out to address temporary peak workloads. Temporary peak workloads are situations where City staff are capable of providing needed services, but sufficient staff are not available to meet project deadlines and the work is not forecasted to be sufficient to sustain the hiring of additional, qualified permanent employees without risk of layoff or displacement.
- 4.2.3 Emergencies and/or Unanticipated Events or Delays. The City may contract-out work necessary to address emergencies, unanticipated events or delays.
- 4.3 Process for Contracting-Out. The City commits to engage in the following process with the Union before issuing an RFP/RFQ for outside engineering, planning, architectural, construction management, program management and project management or related services:
- 4.3.1 Specialized Expertise. Before determining the RFP/RFQ is necessary because the City lacks specialized expertise to handle specialized work or projects the PUC and DPW will:
- a. Poll other City departments to see if such specialized expertise exists;
 - b. Engage in forecasting with other City departments to assess whether an in-house position with the specialized expertise can be supported;
 - c. Post the need for specialized skills on email or other systems to enable in-house employees to apply for specialized positions;
 - d. Determine the extent to which on-going training by City-staff and existing contractors to employees seeking new skills or job opportunities can mitigate the need to rely upon additional contractors for such specialized expertise;
 - e. To the extent applicable, use information contained in the PUC-developed Skills Bank to determine staff availability and training needs.
- 4.3.2 Peak Workload. Before determining the RFP/RFQ is necessary to address a peak workload, the PUC and DPW will engage in forecasting with other City departments to determine whether the City can sustain the hiring of additional permanent employees without risk of layoff or displacement.
- 4.3.3 Emergencies, Unanticipated Events or Delays. Before determining the RFP/RFQ is necessary to address emergencies, unanticipated events or delays, the PUC and DPW will articulate to the union, in writing, the nature of the emergency or unanticipated delay and explain how the RFP/RFQ is designed to cure that emergency or unanticipated delay. For emergencies that imminently threaten health

APPENDIX C

and safety, the procedures set forth in this Article shall be followed at the earliest practicable time after imminent health and safety concerns have been addressed.

4.3.4 The PUC and DPW will endeavor to regularly present its contracting needs to the JUCC Staffing and Contracting Subcommittee with as much advance notice as practicable. At a minimum, the PUC and DPW will notify the Subcommittee, by providing a draft RFP/RFQ, at least 11 working days prior to publicly advertising or requesting Civil Service Commission approval (whichever is earlier) for an RFP/RFQ for engineering, planning, architectural, project management, program management, construction management or related services, unless such minimum period is waived by Local 21. In the notice, the PUC and DPW will identify the need for such contracting consistent with the criteria in Sections 4.2 and 4.3. The Subcommittee will meet to discuss the rationale for contracting-out within five working days of notice being provided. The Subcommittee may recommend modifications or alternatives to such contracting, provided that such recommendations or alternatives be forwarded to the Assistant General Manager for Infrastructure at PUC or the Deputy Director of Engineering at DPW within 11 working days of notice, except by mutual agreement.

4.4 Prop. J Contracts. Nothing herein is intended to alter or diminish the City's rights or obligations with respect to contracting under Charter Section 10.104 (15).

4.5 Appeals. If the Union disagrees with the decision to contract out, it may pursue available remedies before the Civil Service Commission or the Board of Supervisors with respect to Prop J. contracts desired under Charter Section 10.104 (15). The decision to contract out shall not be grievable.

ARTICLE V – COMPENSATION

5.1 Principles

5.1.1 Recognizing the challenging goals of the CIP, the parties agree that a flexible compensation structure is necessary. In particular, incentives may be appropriate to encourage and recognize employees who assume additional responsibilities, develop and utilize specialized skills through classroom and on-the-job training, and exhibit leadership, initiative and creativity in their field.

5.1.2 The parties further acknowledge that although basic compensation levels are established through their existing MOU, the needs and resources of the CIP and related capital projects are unique.

5.2 Leadership Pay

5.2.1 Eligibility

- a. Effective July 1, 2004 and subject to the conditions herein, employees directed to perform any of the assignments referenced and defined in sub-section 5.2.2 shall receive a premium equal to 5% of base salary for hours that such duties are actually performed. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other capital projects. Leadership pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.
- b. Employees receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.5 (Supervisory Differential Adjustment) shall not be eligible to receive Leadership Pay.
- c. Employees assigned or appointed to a project manager classification shall not be eligible to receive Leadership Pay under this section.
- d. All assignments eligible for Leadership Pay must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.
- e. It is understood that additional compensation is intended for the hours that such additional duties are performed. An employee who believes he or she qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.5 (Acting Assignment Exceptions) of the parties' MOU.
- f. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.
- g. Leadership pay shall be calculated on base pay.
- h. Employees receiving Leadership Pay under this section shall not also receive Lead Person Pay under MOU Section III.B.6 (Lead Person Pay) on the same day.

5.2.2 Leadership Assignments

- a. Project Engineer/Architect/Landscape Architect. Employees assigned to function as the Project Engineer/Architect/Landscape Architect of a capital project shall receive a premium equal to 5% of base salary while actually engaged in such assignments. [This is redundant with 5.2.1.a, however this is

added to be parallel with 5.2.2.c & d. An alternative is to delete this phrase in 5.2.2a,b,c, & d.] The Project Engineer/Architect/Landscape Architect (PE) is supervised by the Functional Manager and reports to a Project Manager for project budget, and schedule issues. The PE is responsible for ensuring that Design Lead Engineers/Architects/Landscape Architects and other support groups, including consultants and other City engineering groups produce integrated work products that meet project goals. The PE ensures the integrity and timely completion of the critical engineering calculations, QA, presentations, and progress reporting.

- b. Resident Engineer. Employees assigned to function as a resident engineer/architect/landscape architect (RE) of a capital project shall receive a premium equal to 5% of base salary while actually engaged in such assignments. The Resident Engineer (RE) shall be responsible for overall construction management oversight and completion of the construction project. The function includes construction team coordination, negotiations, reporting, enforcement of codes and regulations, monitoring of construction quality, budget and schedule, and construction close-out. The RE reports to the Construction Manager (CM) for construction issues and the Project Manager (PM) for financial issues. The RE is the primary point of contact for the Field Contractor.
- c. CAD Manager. Employees in technical engineering classifications shall receive a premium equal to 5% of base salary when assigned to direct the work of one or more employees in the same or a higher class, or has lead responsibility for continuous improvement and enforcement of departmental CAD standards, while actually engaged in such assignments.
- d. Flexible Lead. Employees covered by this Agreement shall receive a premium equal to 5% of base salary when assigned to direct the work of one or more employees in the same or a higher class, while actually engaged in such assignments.

5.3 Special Skills Pay

5.3.1 Eligibility

- a. Effective July 1, 2004 and subject to the conditions herein, employees directed to substantially perform any of the assignments referenced and defined in subsection 5.3.2 shall receive a premium equal to 5% of base salary for the duration of the assignment. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other capital projects.

Special skills pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.

- b. Employees receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.5 (Supervisory Differential Adjustment) shall not be eligible to receive Special Skills Pay.
- c. Employees assigned or appointed to a project manager classification shall not be eligible to receive Special Skills Pay under this section.
- d. All Special Skills Pay assignments must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.
- e. An employee who believes he or she qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.5 (Acting Assignment Exceptions) of the parties' MOU.
- f. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.
- g. Special skills pay shall be calculated on base pay.

5.3.2 Special Skills Assignments. All of the following special skills assignments shall receive a premium of 5% above base wage for the duration of the assignment.

- a. Scheduler. The Scheduler is responsible for preparing detailed and complex project or construction schedules using Primavera or similar computer software, or is responsible for detailed analysis and evaluation of such schedules prepared by others. The Scheduler performs analysis and evaluation of the impacts of construction activities at the site and their impact on normal operations at the site. The Scheduler performs analysis and evaluation of change orders, claims, and other project events and reports on their impacts on the construction quality and schedule.
- b. Cost Estimator. The Cost Estimator prepares detailed cost estimates of major capital projects during all phases of projects, from conceptual design estimates through change order estimates during construction. Such cost estimates shall be based on industry standard cost estimating databases, supplemented by local cost data and experience, using formats and methodologies consistent with current industry practices.

APPENDIX C

- c. Geotechnical Engineer. The Geotechnical Engineer performs geotechnical engineering services including subsurface investigations, geotechnical analysis and report preparation, manages personal services contracts and provides oversight and direction to geotechnical consultants, and performs field inspections of landslide and rock-fall events. The Geotechnical Engineer shall have a Geotechnical Engineer License issued by the State of California.
- d. Other Specialty. The parties recognize that additional special skills requiring a 5% incentive may be identified by the City or the JUCC. Such additional special skills shall be entitled to receive the above premium upon approval of the City's Human Resources Director after appropriate consultation with affected Departments.

5.4 Design Specialty Adjustments. In recognition of the current interrelationship between design specialties and to address current recruitment issues, Class 5203 (Assistant Engineer) shall be adjusted to the nearest salary schedule by 2%, effective July 1, 2004.

In addition, the rates of pay for classifications 5273 (Principal Architect) and 5212 (Principal Engineer) shall be merged and set at the nearest salary schedule 3% above the current salary for Principal Engineer.

5.5 Compaction Corrections. To address compaction issues the following classes shall be adjusted to the nearest salary schedule by 2% effective July 1, 2004:

- Class 5346 Mechanical Engineering Associate I
- Class 5354 Electrical Engineering Associate I
- Class 5364 Civil Engineering Associate I
- Class 5366 Engineering Associate II

5.6 Pilot Capital Project Incentive Program.

5.6.1. Overview. Employees in covered classes shall be eligible to receive a performance-based monetary incentive equal to 50% of the savings attributable to the effective delivery of capital projects up to a maximum of 3% of total base pay earned in the qualifying class during the qualifying year. Savings shall be certified by the Controller and shall be determined based on established criteria and benchmarks. Each department employing covered classes shall calculate a uniform bonus for all covered employees in that department. Incentive pay shall be considered as part of any employee's salary for the purpose of computing retirement benefits and retirement contributions.

5.6.2. Criteria and Benchmarks. Performance criteria and benchmarks used to calculate savings shall be developed and recommended by a joint labor/management committee no later than April 15, 2004. Criteria may include, but is not limited to improvements in quality or cost effectiveness of delivery of capital projects, project

APPENDIX C

completion schedules, project budgets, life-cycle costs, and customer satisfaction. A uniform set of program administrative procedures shall also be recommended by this committee. The joint committee may utilize expert consultants to assist in developing criteria, benchmarks and administrative procedures. The committee's recommendations are subject to approval by the Mayor in consultation with the Controller prior to implementation of the Program.

- 5.6.3. Schedule. The pilot program year shall be FY 2004/05. Incentive bonuses, if applicable, shall be paid during the following fiscal year, but not later than December 31, 2005.
- 5.6.4. Remedial. Departments who fail to achieve the targeted level of savings shall participate in a joint labor/management committee to develop recommendations to improve future performance.
- 5.6.5. Pilot. The program shall be administered on a pilot basis during fiscal year 2004-05.

ARTICLE VI – JOINT UNION-CITY COMMITTEE

6.1 Principles

- 6.1.1 The parties agree that a Joint Union-City Committee (JUCC) shall be a forum for communication and cooperation to support the joint mission to deliver high quality, cost effective services to PUC and DPW capital projects.
- 6.1.2 The parties agree that both parties bring value, talent and the resources necessary to provide excellent public service in furtherance of the CIP's primary objectives.
- 6.1.3 The parties agree that the JUCC will help further the parties' following mutual interests:
 - a. To improve our relationship;
 - b. To provide a supportive, productive, challenging, high-quality work environment in which all employees are treated with dignity and respect and are valued for their individual and team contributions;
 - c. To ensure gains in efficiency, effectiveness and accountability thereby helping to ensure that the PUC CIP and other capital projects are delivered with the highest quality, on-time and on-budget;

APPENDIX C

6.1.4 The parties agree that the JUCC is vital to the success of this Agreement and that the primary mission of the JUCC shall be to ensure that this Agreement functions effectively and that disputes are resolved expeditiously in support of the PUC CIP's primary objectives.

6.1.5 The parties incorporate by reference the Agreement between the PUC and the Union dated November 16, 2001 which describes the participants in and scope of the JUCC. The parties further agree to incorporate by reference the Memorandum of Understanding between the PUC and DPW, dated October 9, 2002 which also addresses the JUCC. To the extent inconsistencies exist between either the November 16, 2001 Agreement or the October 9, 2002 MOU and this Agreement, this Agreement shall supercede.

6.2 JUCC Steering Committee

6.2.1 The JUCC shall consist of a steering committee consisting of five representatives selected by the City and five representatives selected by Local 21. Each side may select one alternate.

6.2.2 The JUCC shall be co-chaired by the Assistant General Manager for Infrastructure or designee and the Executive Director of IFPTE, Local 21 or designee.

6.2.3 The JUCC may appoint additional City and Local 21 representatives to staff sub-committees or to participate in JUCC matters as necessary.

6.3 Scope of Issues.

6.3.1 The parties agree that the JUCC shall be an advisory body charged with the following responsibilities:

- a. review of CIP and – other capital projects' core labor issues including staffing, contracting, recognition, working conditions and organizational process improvements;
- b. advice and recommendations regarding the meaning, interpretation, or application of this Agreement;
- c. advice and recommendations regarding issues which both the City and the Union agree to submit to the JUCC;
- d. advice and recommendations regarding necessary specialty assignments as described in Section 5.3.2(d);

APPENDIX C

- e. review of DPW and PUC RFP's and/or RFQ's for Personal Service Contracts for services pertaining to the delivery of capital projects.
- f. advice and recommendations regarding the City's forecasts of capital project workloads and staffing availability.
- g. creation, deletion or modification of necessary sub-committees.

6.3.2 The parties acknowledge that the JUCC does not in any way displace the City's UCRC or grievance procedures described in the collective bargaining agreement between the parties.

6.4 Sub-Committees.

6.4.1 The JUCC shall initially include the following sub-committees, subject to change as set forth in Section 6.3.1 (f). The composition and membership of each sub-committee shall be subject to the discretion of the steering committee.

- a. Staffing and Contracting
- b. Performance Recognition and Incentive Programs
- c. Working Conditions
- d. Organization and Process Improvement

6.4.2 The "Quality Initiatives Council" (QIC) shall be incorporated into the JUCC. The "Process Improvement Teams" (PIT's) of the QIC shall be reconstituted as subcommittees of the JUCC subject to the provisions of 6.3.1(f) and 6.4.1.

6.5 Meetings. The JUCC Steering Committee and all subcommittees shall meet as required but not less than quarterly except by mutual agreement.

ARTICLE VII – EXPEDITED GRIEVANCE PROCEDURE

7.1 Except where specifically excluded, all disputes between Local 21 and the PUC or DPW covered by this Agreement which cannot be addressed through the JUCC may be submitted by mutual agreement to expedited arbitration as set forth in Article I.E.(10) of the MOU.

7.2 All other disputes involving the application or interpretation of the parties' MOU shall be resolved pursuant to the grievance procedures set forth in Article I.E. of the MOU.

ARTICLE XIII – SAVINGS CLAUSE

- 8.1 The parties agree that in the event any article, provision, clause sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.
- 8.2 The parties further agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE IX – TERM

- 9.1 This Agreement shall continue in full force and effect through June 30, 2006.

APPENDIX D: MTA PERFORMANCE INCENTIVE PROGRAM

June 20, 2001

(Revised February 21, 2003)

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

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

Service Standards are developed for each Occupational Group, and Performance Goals are established for each Service Standard. Service-critical employees responsible for achievement of Performance Goals are identified for each goal.

SERVICE STANDARDS

The following Service Standards are established for each Occupational Group:

MAINTENANCE GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Increase vehicle miles between road calls by mode.
3. Total number days of unscheduled absences.
4. Total number of lost days due to industrial injury/illness.

OPERATIONS GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Percentage of scheduled hours delivered.
3. Total number days of unscheduled absences.
4. Total number of lost days due to industrial injury/illness

ADMINISTRATION GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Total number days of unscheduled absences.

HOW PROGRESS IS MEASURED

Performance Goals will be developed each fiscal year for the above listed Service Standards. For each Performance Goal, a Mode and/or Division Goal may be established. Progress toward achievement of these Performance Goals will be tracked and measured each fiscal year. A “Qualifying Fiscal Year” is defined as follows:

- July 1, 2003 – June 30, 2004
- July 1, 2004 – June 30, 2005

When Performance Goals are achieved, Incentive Bonuses will be paid to eligible employees in each Occupational Group at the end of a fiscal quarter during which goal(s) were achieved. A “Qualifying Fiscal Quarter” is defined as follows:

1. July 1, - September 30
2. October 1, - December 31
3. January 1, - March 31
4. April 1, - June 30

INCENTIVE BONUSES

Incentive Bonuses will be paid quarterly based on Occupational Group achievement of one or more of the Performance Goals established for each Service Standard. Separate bonuses will be paid based on achievement of overall Occupational Group Goals and/or Mode or Division Goals.

Incentive Bonuses will be paid to each eligible “service-critical” employee of an Occupational Group following a Qualifying Calendar Quarter during which a group goal(s) were achieved. Bonuses will be paid no later than sixty (60) calendar days following the end of a Qualifying Calendar Quarter during which group goals were achieved. Incentive Bonuses will be itemized and paid by check to each eligible group member, after deducting applicable federal and state taxes.

Incentive Bonuses shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

Incentive Bonuses will be paid to eligible “service-critical” employees based on the achievement of Occupational Group and/or Mode/Division Goals as follows:

OVERALL GROUP GOALS

Number of Goals Achieved	Quarterly Bonus
Four (4) Group Goals achieved	\$150.00
Three (3) Group Goals achieved	90.00
Two (2) Group Goals achieved	60.00
One (1) Group Goal achieved	30.00

MODE/DIVISION GOALS

Number of Goals Achieved	Quarterly Bonus
Four (4) Mode/Division Goals achieved	\$225.00
Three (3) Mode/Division Goals achieved	150.00
Two (2) Mode/Division Goals achieved	90.00
One (1) Mode/Division Goals achieved	60.00

ELIGIBLE EMPLOYEE CRITERIA

To be eligible to receive payment of an Incentive Bonus, an employee must have actually worked a minimum of 400 hours in each Qualifying Fiscal Quarter, and not have sustained discipline of a suspension or higher. Authorized absences including vacation, legal holidays, and floating holidays shall be considered as “time worked” when computing actual hours worked.

GOAL MONITORING AND MEASUREMENT

Performance Goals will be monitored, measured, and reported in the San Francisco Municipal Railway “Services Standards” Quarterly Report.

SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS

When more than one goal is achieved, the amount of Incentive Bonuses for “service-critical” senior level management and senior administrative classifications with multi-divisional or multi-mode responsibility will be determined by the General Manager in his/her sole discretion. Classifications so affected are identified for each goal.

**MAINTENANCE GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

OVERALL GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	85%	
July 1, - September 30		82%
October 1, - December 31		83%
January 1, - March 31		84%
April 1, - June 30		85%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

MODE/DIVISION GOALS

Fiscal Years	LRV	CABLE CAR	TROLLEY	DIESEL
July 1, 2003 – June 30, 2004				
July 1, - September 30	82%	82%	82%	82%
October 1, December 31	83%	83%	83%	83%
January 1, - March 31	84%	84%	84%	84%
April 1, - June 30	85%	85%	85%	85%
July 1, 2004 – June 30, 2005				
July 1, - September 30	TBD	TBD	TBD	TBD
October 1, - December 31	“	“	“	“
January 1, - March 31	“	“	“	“
April 1, - June 30	“	“	“	“

MAINTENANCE GROUP

PERFORMANCE GOALS

GOAL #2:

To increase vehicle miles between road calls by mode.

**MODE GOALS
(July 1, 2003 – June 30, 2004)**

MOTOR COACH:	Quarter Goals
Flynn-Artic	2000
Woods	2750
Kirkland	3000
TROLLEY COACH	
Potrero Artic	675
Potrero Standard	1000
Presidio Standard	1250
RAIL	
Breda Light Rail Vehicle	3500
PCC	1250
CABLE CAR	5500

**MODE GOALS
(July 1, 2004 – June 30, 2005)**

MOTOR COACH:	Quarter Goals
Flynn-Artic	TBD-
Woods	“
Kirkland	“
TROLLEY COACH	
Potrero Artic	“
Potrero Standard	“
Presidio Standard	“
RAIL	
Boeing Light Rail Vehicle	“
Breda Light Rail Vehicle	“
PCC	“
CABLE CAR	“

**MAINTENANCE GROUP
PERFORMANCE GOALS**

GOAL #3:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

GOAL #4:

To reduce the total number of lost days due to industrial injury/illness.

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

OVERALL GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	85%	
July 1, - September 30		82%
October 1, - December 31		83%
January 1, - March 31		84%
April 1, - June 30		85%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

MODE/DIVISION GOALS

Fiscal Years	LRV	CABLE CAR	TROLLEY	DIESEL
July 1, 2003 – June 30, 2004				
July 1, - September 30	82%	82%	82%	82%
October 1, December 31	83%	83%	83%	83%
January 1, - March 31	84%	84%	84%	84%
April 1, - June 30	85%	85%	85%	85%
July 1, 2004 – June 30, 2005				
July 1, - September 30	TBD	TBD	TBD	TBD
October 1, - December 31	“	“	“	“
January 1, - March 31	“	“	“	“
April 1, - June 30	“	“	“	“

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #2:

To assure that scheduled service hours are delivered and scheduled vehicles begin service at the scheduled time.

**MODE GOALS
(July 1, 2003 – June 30, 2004)**

MOTOR COACH:	Quarter Goals
Flynn	98.5%
Woods	98.5%
Kirkland	98.5%
TROLLEY COACH	
Potrero	98.5%
Presidio	98.5%
RAIL	
Green	98.5%
Cable Car	98.5%

**MODE GOALS
(July 1, 2004 – June 30, 2005)**

MOTOR COACH:	Quarter Goals
Flynn	TBD
Woods	“
Kirkland	“
TROLLEY COACH	
Potrero	TBD
Presidio	“
RAIL	
Green	TBD
Cable Car	“

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #3:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

GOAL #4:

To reduce the total number of lost days due to industrial injury/illness.

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

**ADMINISTRATION GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

ADMINISTRATION GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	85%	
July 1, - September 30		82%
October 1, - December 31		83%
January 1, - March 31		84%
April 1, - June 30		85%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

MODE/DIVISION GOALS

LRV	CABLE CAR	TROLLEY	DIESEL
		Overall Goal	Quarter Goals
		85%	
			82%
			83%
			84%
			85%
		TBD	
			TBD
			“
			“
			“

**ADMINISTRATION GROUP
PERFORMANCE GOALS**

GOAL #2:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

Fiscal Years	Overall Goal	Quarter Goals
July 1, 2003 – June 30, 2004	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2004 – June 30, 2005	TBD	
July 1, - September 30		TBD
October 1, - December 31		“
January 1, - March 31		“
April 1, - June 30		“

EXHIBIT A

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4.

Class Code	Classification Title	Class Code	Classification Title
	Sheet Metal, Local 104	7458	Switch Repairer
6235	Heating and Ventilating Inspector	7514	General Laborer
7376	Sheet Metal Worker	7540	Track Maintenance Worker
	Automotive Machinist, Local 1414		Operating Engineers, Local 3
7126	Mechanical Shop and Equipment Sup.	7110	Mobile Equipment Assistant Sup.
7225	Transit Paint Shop Sup.	7328	Operating Engineer
7228	Auto Transit Shop Sup.		Stationary Engineers, Local 39
7241	Senior Maintenance Controller	7120	Building and Grounds Maint. Sup.
7249	Automotive Mechanic Sup.	7205	Chief Stationary Engineer
7254	Automotive Machinist Sup.	7223	Cable Machinery Sup.
7258	Maintenance Machinist Sup.	7262	Maintenance Planner
7264	Auto Body Fender Sup.	7286	Wire Rope Cable Maintenance Sup.
7305	Blacksmith	7333	Apprentice Stationary Engineer
7306	Auto Body Fender Worker	7334	Stationary Engineer
7309	Car and Auto Painter	7335	Senior Stationary Engineer
7313	Automotive Machinist	7472	Wire Rope Cable Maint. Mechanic
7322	Auto Body Fender Worker Asst. Sup.	7473	Wire Rope Cable Maint. Mech. Trn.
7332	Maintenance Machinist		Painters, Local 4
7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		Electrical Workers, Local 6
7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	TWU, Local 200	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	IFPTE, Local 21	7238	Electrician Sup.
9195	LRV Equipment Engineer	7244	Power Plant Sup.
9196	Senior LRV Equipment Engineer	7253	Electrical Transit Mechanic Sup.
9197	Signal and Systems Engineer	7255	Power House Electrical Sup.
	Teamsters, Local 853	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	Carpenters, Local 22	7287	Sup. Electrical Maintenance Tech.
7226	Carpenter Sup.	7318	Electrical Maintenance Technician
7342	Locksmith	7319	Electric Motor Repairer
7344	Carpenter	7329	Electric Maint. Tech. Asst. Sup.
7358	Pattern Maker	7338	Electrical Line Worker
	Laborers, Local 261	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

EXHIBIT A

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4.

Class Code	Classification Title	Class Code	Classification Title
	Electrical Workers, Local 6		Municipal Executives Association
7365	Senior Power House Operator	7212	Automotive Transit Equipment Supv.
	Unrepresented	7283	Track Maintenance Superintendent
7371	Electrician Transit Shop	9142	Transit Manager III*
7380	Elect. Transit Mech. Asst. Sup	9143	Senior Operations Manager*
7390	Welder	9184	Deputy General Manager*
7408	Assistant Power House Operator	9185	Chief Operating Officer*
7430	Assistant Electrical Maint. Technician	9189	Director of Planning*
7432	Electrical Line Helper	*	Amount of Incentive, if any, Determined by the General Manager
7510	Lighting Fixture Maintenance Worker		Maintenance Goal # 4 - ONLY
	Glaziers, Local 718		Workers Compensation Section
7326	Glazier		IFPTE, Local 21
	SEIU, Local 790	1244	Senior Personnel Analyst
1934	Storekeeper	1824	Principal Administrative Analyst
1937	Supervising Parts Storekeeper		
1948	Coding Supervisor, Purchasing Dept.		
1902	Transit Car Cleaner		
9104	Transit Car Cleaner Asst. Supervisor		
	TWU, Local 250-A		
7410	Automotive Service Worker		
	Municipal Executives Association		
0922	Manager I*		
0923	Manager II*		
0931	Manager III*		
0932	Manager IV*		
0933	Manager V*		
0941	Manager IV*		

EXHIBIT B

MEMORANDUM OF UNDERSTANDING, FY 2003- 2006
 CITY AND COUNTY OF SAN FRANCISCO AND
 IFPTE, LOCAL 21

APPENDIX D

The following “service-critical” Job Classifications are covered under Operations Group Goals #1, #2, #3 and #4.

Class Code	Classification Title
TWU, Local 200	
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9160	Transit Operations Specialist
9173	System Safety Inspector
IFPTE, Local 21	
5177	Safety Officer
5288	Transit Planner II
5289	Transit Planner III
5290	Transit Planner IV
6130	Safety Analyst
TWU, Local 250A	
9132	Transit Fare Inspector
SEIU, Local 790	
7454	Traffic Signal Operator
9110	Fare Collections Receiver
9116	Senior Fare Collections Receiver
9117	Principal Fare Collections Receiver
9118	Transit Revenue Supervisor
9122	Transit Information Clerk
9124	Senior Transit Information Clerk
9126	Transit Traffic Checker
9128	Senior Transit Traffic Checker
9131	Station Agent
Municipal Executives Association	
0922	Manager I*
0923	Manager II*
0931	Manager III*
0932	Manager IV*
0933	Manager V*
0941	Manager IV*
9142	Transit Manager III*
9143	Senior Operations Manager*
9146	Manager, Accessible Services*
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*

EXHIBIT B

MEMORANDUM OF UNDERSTANDING, FY 2003- 2006
 CITY AND COUNTY OF SAN FRANCISCO AND
 IFPTE, LOCAL 21

APPENDIX D

The following “service-critical” Job Classifications are covered under Operations Group Goals #1, #2, #3 and #4.

	Municipal Executives Association
*	Amount of Incentive, if any, Determined by the General Manager.
	Operations Goal # 4 - ONLY
	Workers Compensation Section
	IFPTE, Local 21
1244	Senior Personnel Analyst
1824	Principal Administrative Analyst

EXHIBIT C

The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and #2.

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200		IFPTE, Local 21
1773	Media Training Specialist	1654	Principal Accountant
	IFPTE, Local 21	1655	Systems Accountant
1002	IS Operator, Journey	1657	Senior Systems Accountant
1004	IS Operator, Analyst	1658	Chief Accountant
1011	IS Technician, Assistant	1804	Statistician
1013	IS Technician, Senior	1806	Senior Statistician
1021	IS Administrator I	1823	Senior Administrative Analyst
1022	IS Administrator II	1824	Principal Administrative Analyst
1023	IS Administrator III	1827	Administrative Services Manager
1024	IS Administrator, Supervisor	1944	Materials Coordinator
1042	IS Engineer, Journey	1950	Assistant Purchaser
1043	IS Engineer, Senior	2591	Health Program Coordinator I
1044	IS Engineer, Principal	2822	Health Educator
1051	IS Business Analyst, Assistant	2992	Contract Compliance Officer I
1052	IS Business Analyst	5174	Administrative Engineer
1053	IS Business Analyst, Senior	5201	Junior Engineer
1054	IS Business Analyst, Principal	5203	Assistant Engineer
1061	IS Program Analyst, Assistant	5204	Assistant Civil Engineer
1062	IS Programmer Analyst	5205	Associate Materials Engineer
1064	IS Programmer Analyst, Senior	5206	Associate Civil Engineer
1070	IS Project Director	5207	Associate Engineer
1203	Personnel Technician	5208	Civil Engineer
1231	Assistant Manager, EEO	5210	Senior Civil Engineer
1233	EEO Program Specialist	5211	Senior Engineer
1241	Personnel Analyst	5212	Principal Civil Engineer
1244	Senior, Personnel Analyst	5236	Assistant Electrical Engineer
1246	Principal Personnel Analyst	5238	Associate Electrical Engineer
1312	Public Information Officer	5240	Senior Electrical Engineer
1314	Public Relations Officer	5241	Engineer
1365	Special Assistant VI	5242	Principal Electrical Engineer
1367	Special Assistant VIII	5252	Assistant Mechanical Engineer
1368	Special Assistant IX	5254	Associate Mechanical Engineer
1369	Specialist Assistant X	5256	Mechanical Engineer
1370	Special Assistant XI	5258	Principal Mechanical Engineer
1452	Executive Secretary II	5354	Electrical Engineer Associate I
1454	Executive Secretary III	5360	Civil Engineering Assistant I
1650	Accountant	5362	Civil Engineering Assistant II
1652	Senior Accountant	5364	Civil Engineering Associate I

EXHIBIT C

The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and #2.

Class Code	Classification Title	Class Code	Classification Title
	IFPTE, Local 21		Municipal Executives Association
5366	Civil Engineering Associate II	0922	Manager I*
5380	Student Engineer Trainee	0923	Manager II*
6137	Assistant Industrial Hygienist	0931	Manager III*
6138	Industrial Hygienist	0932	Manager IV*
6318	Construction Inspector	0933	Manager V*
	Municipal Executives Association	0941	Manager IV*
1237	Training Coordinator	*	Amount of Incentive, if any, determined by the General Manager.
1248	Asst. Deputy Dir. Human Resources		Unrepresented
1071	IS Manager	8121	Investigator
1270	Departmental Personnel Officer	1942	Assistant Materials Coordinator
1272	Sr. Departmental Personnel Officer	2978	Contract Compliance Officer II
1276	Departmental Personnel Director	5502	Project Manager I
1372	Special Assistant XIII	5504	Project Manager II
1374	Special Assistant XV	5506	Project Manager III
1375	Special Assistant XVI	5508	Project Manager IV
1376	Special Assistant XVII		
1377	Special Assistant XVIII		
1675	Supervising Fiscal Officer		
1658	Chief Accountant		
5186	Financial Manager		
5212	Principal Engineer		
6141	Manager, Office of Health and Safety		
7130	General Superintendent		
8221	Chief, Protective Services		
9146	Manager, Accessible Services		
9184	Deputy General Manager*		
9185	Chief Operating Officer*		
9189	Director of Planning*		

**MTA
ATTENDANCE INCENTIVE PROGRAM
(Non Transit Operator personnel)**

March 16, 2001
(Revised February 21, 2003)

The following Attendance Incentive Program is established for non Transit Operator, “service-critical” employees at the Municipal Transportation Agency (MTA).

This MTA Attendance Incentive Program is available to “service-critical” personnel in Groups A and B as indicated on Exhibits A and B, and is offered separate and apart from any Wellness or Sick Leave “cash out” program the City may offer. The benefits of this program are not vested, and are only available to employees while in active employment status at the MTA. MTA employees who take employment in other City departments lose the benefits of this program upon the effective date of such non-MTA employment.

ANNUAL SICK LEAVE “CASH OUT”/TIME OFF OPTIONS

If at the end of a “Qualifying Calendar Period” a full-time “service-critical” employee has not used more than a total of forty (40) hours (part-time “service-critical” employees twenty (20) hours) of sick leave, with or without pay, and or Disability Leave, and in addition has not been absent from work due to either Absence Without Leave (AWOL), leave without pay, or disciplinary suspension, may convert sick leave hours to “cash” or “time off” based on their accrued sick leave balance as shown below.

FULL-TIME QUALIFYING BALANCE	GROUP A “CASH OUT”	GROUP B TIME OFF
240 hours or more sick leave balance	40 hours	3 days
PART-TIME QUALIFYING BALANCE	GROUP A “CASH OUT”	GROUP B TIME OFF
120 hours or more sick leave balance	20 hours	2 days

Attendance Incentive Bonuses shall be paid to each qualifying employee no later than one (1) calendar month following the end of the Qualifying Calendar Period.

Employees in the groups eligible for the “time off” option shall be allowed to take their days off within ten (10) calendar months following the end of the Qualifying Calendar Period. The days off may be taken in single day increments or all at one time, subject to department/section scheduling.

NOTE: All sick leave hours “cashed out” or “taken off” shall be deducted from an employee’s total sick leave balance, however sick leave hours “cashed out” or “taken off” shall not count towards the forty (40) hours of sick leave used during the “Qualifying Calendar Period” above.

QUALIFYING CALENDAR PERIOD

For purposes of this Attendance Incentive Program a “Qualifying Calendar Period” is defined as follows:

July 1, 2003 – June 30, 2004

July 1, 2004 – June 30, 2005

Sick leave hours “cashed out” shall be paid based on the employee’s “base hourly rate,” exclusive of any other premiums. The aforementioned incentive “cash out” premium shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

GROUP A

MEMORANDUM OF UNDERSTANDING, FY 2003- 2006
CITY AND COUNTY OF SAN FRANCISCO AND
IFPTE, LOCAL 21

APPENDIX D

The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

Class Code	Classification Title	Class Code	Classification Title
	Sheet Metal, Local 104	7458	Switch Repairer
6235	Heating and Ventilating Inspector	7514	General Laborer
7376	Sheet Metal Worker	7540	Track Maintenance Worker
	Automotive Machinist, Local 1414		Operating Engineers, Local 3
7126	Mechanical Shop and Equipment Sup.	7110	Mobile Equipment Assistant Sup.
7225	Transit Paint Shop Sup.	7328	Operating Engineer
7228	Auto Transit Shop Sup.		Stationary Engineers, Local 39
7241	Senior Maintenance Controller	7120	Building and Grounds Maint. Sup.
7249	Automotive Mechanic Sup.	7205	Chief Stationary Engineer
7254	Automotive Machinist Sup.	7223	Cable Machinery Sup.
7258	Maintenance Machinist Sup.	7262	Maintenance Planner
7264	Auto Body Fender Sup.	7286	Wire Rope Cable Maintenance Sup.
7305	Blacksmith	7333	Apprentice Stationary Engineer
7306	Auto Body Fender Worker	7334	Stationary Engineer
7309	Car and Auto Painter	7335	Senior Stationary Engineer
7313	Automotive Machinist	7472	Wire Rope Cable Maint. Mechanic
7322	Auto Body Fender Worker Asst. Sup.	7473	Wire Rope Cable Maint. Mech. Trn.
7332	Maintenance Machinist		Painters, Local 4
7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		Electrical Workers, Local 6
7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	TWU, Local 200	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
9139	Transit Sup.	7238	Electrician Sup.
9140	Transit Manager I	7244	Power Plant Sup.
9141	Transit Manager II	7253	Electrical Transit Mechanic Sup.
9150	Train Control Operator	7255	Power House Electrical Sup.
9160	Transit Operations Specialist	7256	Electric Motor Repairer Sup.
	Teamsters, Local 853	7274	Transit Power Line Sup. II
7251	Track Maintenance Worker Sup.	7279	Power House Electrician Sup.
7355	Truck Driver	7287	Sup. Electrical Maintenance Tech.
	Carpenters, Local 22	7318	Electrical Maintenance Technician
7226	Carpenter Sup.	7319	Electric Motor Repairer
7342	Locksmith	7329	Electric Maint. Tech. Asst. Sup.
7344	Carpenter	7338	Electrical Line Worker
7358	Pattern Maker	7345	Electrician
	Laborers, Local 261	7364	Power House Operator
7215	General Laborer Sup.	7365	Senior Power House Operator

GROUP A

APPENDIX D

The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

Class Code	Classification Title
Electrical Workers, Local 6	
7371	Electrician Transit Shop
7380	Elect. Transit Mech. Asst. Sup
7390	Welder
7408	Assistant Power House Operator
7430	Assistant Electrical Maint. Technician
7432	Electrical Line Helper
7510	Lighting Fixture Maintenance Worker
Glaziers, Local 718	
7326	Glazier
TWU, Local 250-A	
7410	Automotive Service Worker
9132	Transit Fare Inspector
SEIU, Local 790	
1934	Storekeeper
1937	Supervising Parts Storekeeper
1948	Coding Supervisor, Purchasing Dept.
7454	Traffic Signal Operator
9102	Transit Car Cleaner
9104	Transit Car Cleaner Asst. Supervisor
9110	Fare Collections Receiver
9116	Senior Fare Collections Receiver
9117	Principal Fare Collections Receiver
9118	Transit Revenue Supervisor
9122	Transit Information Clerk
9124	Senior Transit Information Clerk
9126	Transit Traffic Checker
9128	Senior Transit Traffic Checker
9131	Station Agent

GROUP B

APPENDIX D

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	1650	Accountant
1773	Media Training Specialist	1652	Senior Accountant
9173	System Safety Inspector	1654	Principal Accountant
	IFPTE, Local 21	1655	Systems Accountant
1002	IS Operator, Journey	1657	Senior Systems Accountant
1004	IS Operator, Analyst	1658	Chief Accountant
1011	IS Technician, Assistant	1804	Statistician
1013	IS Technician, Senior	1806	Senior Statistician
1021	IS Administrator I	1823	Senior Administrative Analyst
1022	IS Administrator II	1824	Principal Administrative Analyst
1023	IS Administrator III	1827	Administrative Services Manager
1024	IS Administrator, Supervisor	1944	Materials Coordinator
1042	IS Engineer, Journey	1950	Assistant Purchaser
1043	IS Engineer, Senior	2591	Health Program Coordinator I
1044	IS Engineer, Principal	2822	Health Educator
1051	IS Business Analyst, Assistant	2992	Contract Compliance Officer I
1052	IS Business Analyst	5174	Administrative Engineer
1053	IS Business Analyst, Senior	5201	Junior Engineer
1054	IS Business Analyst, Principal	5203	Assistant Engineer
1061	IS Program Analyst, Assistant	5204	Assistant Civil Engineer
1062	IS Programmer Analyst	5205	Associate Materials Engineer
1064	IS Programmer Analyst, Senior	5206	Associate Civil Engineer
1070	IS Project Director	5207	Associate Engineer
1203	Personnel Technician	5208	Civil Engineer
1231	Assistant Manager, EEO	5210	Senior Civil Engineer
1233	EEO Program Specialist	5211	Senior Engineer
1241	Personnel Analyst	5212	Principal Civil Engineer
1244	Senior, Personnel Analyst	5236	Assistant Electrical Engineer
1246	Principal Personnel Analyst	5238	Associate Electrical Engineer
1312	Public Information Officer	5240	Senior Electrical Engineer
1314	Public Relations Officer	5241	Engineer
1365	Special Assistant VI	5242	Principal Electrical Engineer
1367	Special Assistant VIII	5252	Assistant Mechanical Engineer
1368	Special Assistant IX	5254	Associate Mechanical Engineer
1369	Specialist Assistant X	5256	Mechanical Engineer
1370	Special Assistant XI	5258	Principal Mechanical Engineer
1452	Executive Secretary II	5288	Transit Planner II
1454	Executive Secretary III	5289	Transit Planner III

GROUP B

APPENDIX D

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

Class Code	Classification Title
IFPTE, Local 21	
5290	Transit Planner IV
5354	Electrical Engineer Associate I
5360	Civil Engineering Assistant I
5362	Civil Engineering Assistant II
5364	Civil Engineering Associate I
5366	Civil Engineering Associate II
5380	Student Engineer Trainee
6130	Safety Analyst
6137	Assistant Industrial Hygienist
6138	Industrial Hygienist
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
Municipal Executives Association	
0922	Manager I
0923	Manager II
0931	Manager III
0932	Manager IV
0933	Manager V
0941	Manager VI
1071	IS Manager
1237	Training Coordinator
1248	Asst. Deputy Dir., Human Resources
1270	Departmental Personnel Officer
1272	Sr. Departmental Personnel Officer
1276	Departmental Personnel Director
1372	Special Assistant XIII
1374	Special Assistant XV
1375	Special Assistant XVI
1376	Special Assistant XVII
1377	Special Assistant XVIII
1675	Supervising Fiscal Officer
1658	Chief Accountant
5186	Financial Manager
5212	Principal Engineer
6141	Mgr., Office of Health and Safety
7130	General Superintendent
7212	Automotive Transit Equipment Supv.

GROUP B

APPENDIX D

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

Municipal Executives Association	
7283	Track Maintenance Superintendent
8221	Chief, Protective Services
9142	Transit Manager III
9143	Senior Operations Manager
9146	Manager, Accessible Services
9184	Deputy General Manager
9185	Chief Operating Officer
9186	General Manager
9189	Director of Planning
Unrepresented	
8121	Investigator
1942	Assistant Materials Coordinator
2978	Contract Compliance Officer II
5502	Project Manager I
5504	Project Manager II
5506	Project Manager III
5508	Project Manager IV

APPENDIX E: CIVIL SERVICE RULES & GLOSSARY, LEAVES OF ABSENCE PROVISION

CIVIL SERVICE RULES

The parties have identified certain matters set forth in the current Civil Service Rules which are subject to negotiation pursuant to Charter Section 8.409-1 et. seq. Those portions of the current rules so identified are set forth in full as part of Appendix D. The parties further agree that during the term of this agreement disputes regarding only those portions of the rules set forth in full as part of Appendix D herein shall be subject to the grievance procedure.

Civil Service Rules in their entirety are available for inspection at the offices of the Civil Service Commission, 25 Van Ness Avenue, 8th Floor, San Francisco, CA and the Union office, 1182 Market Street, Room 425, San Francisco, CA.

TRANSFERS

- C. Appointees accepting a new appointment by transfer shall give a minimum period of notice prior to separation from their current department of fifteen (15) working days unless the current department approves a shorter period of notice.

TRANSFER FROM POSITION NOT FULL-TIME

A permanent appointment to a part-time position or a position not full-time on an annual basis for one (1) year, may request transfer to a regular full-time position.

TRANSFER OF DISABLED

- F. Probationary Period following Disability Transfer

A disability transferee shall serve a probationary period of six (6) months of service.

TRANSFERS OCCASIONED BY REDUCTION OF FORCE DUE TO TECHNOLOGICAL ADVANCES, AUTOMATION, OR THE INSTALLATION OF NEW EQUIPMENT

- A. Permanent civil service employees who have completed their probationary period and who are subject to layoff because of technological advances, automation, the installation of new equipment, or the transfer of functions to another jurisdiction may submit a request to the Human Resources Director for transfer to a position within their capacities to perform, whether or not within the classification for which they qualified for appointment. Such request for transfer shall be subject to the following:
 - B. The position to which transfer is requested shall not be to a classification having a higher compensation schedule than the one from which transfer is requested. Computation shall thereafter be calculated in accordance with the provisions of this Agreement.
 - E. Seniority shall be calculated from the date of certification in the classification from which transferred.
 - G. In the event that more than one approved transfer to the same classification is on file in the Human Resources Department, preference shall be given to the employee who has the longest service under civil service permanent appointment in the classification from which layoff is to be made.

**TRANSFERS OCCASIONED BY THE TRANSFER OF FUNCTIONS
FROM ONE DEPARTMENT TO ANOTHER**

When part of the functions and duties of any department are transferred to another department, employees shall retain in their new department the same salary and seniority as they had in the department from which transferred.

LIMITED TERM TRANSFER

B. The purpose of a limited term transfer is to more efficiently utilize and exchange manpower resources among the departments of the City and County, to allow employees exposure and training in other department, and to provide a mechanism for reducing staffing levels during slow periods or periods of fiscal emergency and to temporarily increase staffing during peak periods.

C. Types of Limited Term Transfers

1. Voluntary:

A limited term transfer may be initiated on the written request of an employee on the form prescribed by the Human Resources Director.

2. Mandatory:

A permanent or probationary employee may be transferred by the employee's appointing officer for a specified period up to an maximum of six (6) months in any calendar year to a position in the same class under another appointing officer.

Such transfers shall be made by class in reverse order of seniority in the class in the department after all permanent and probationary employees in the class have been canvassed and all more senior employees have been notified and have waived the right to request a voluntary limited term transfer. The employee shall receive at least five (5) working days written notice in advance of the effective date of the transfer and shall be given an opportunity, if requested, to meet and confer with the appointing officer or designated representative.

D. Expiration and Extension

1. Limited term transfers will remain in force for the period specified unless abridgment is approved by both appointing officers.

2. Limited term transfers approved for a period of less than six (6) months may be extended for additional periods of time up to a maximum of six (6) calendar months.

APPENDIX E

3. Upon expiration of the period of the transfer, the transferee shall be automatically reinstated to a permanent position in the class and department from which transferred.

F. Disciplinary Action

A limited term transferee is an appointee in the department to which transferred during the period of the transfer for the purpose of disciplinary action.

G. Temporary Positions

Limited term transfers which are not made to permanent positions may be made to positions which are funded on a temporary basis. Appointees so transferred retain all rights and benefits.

H. Seniority

Appointees returning to their original departments following a limited term transfer are reinstated with full seniority. No deduction from seniority in the original department shall be made for any period of limited term transfer.

I. Layoff

An employee who is laid off while on a limited term transfer shall be automatically reinstated to a position in the class in the department from which transferred

LEAVES OF ABSENCE

- A. Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision to grieve is specifically granted.
- B. Except for vacation leave, witness/jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer or designee. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic, optometrist, nurse practitioner or nurse midwife licensed to practice in the State of California and performing within the scope of their practice as defined under State law. Verification of sick leave with pay for less than five (5) working days (seven [7] calendar days in the case of part-time employees) as provided elsewhere in this rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee.
- D. Leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation provided elsewhere in this Agreement.
- E. Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this section, or for authorized holiday or vacation, leaves shall be without pay.
- F. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.
- H. An appointee shall not be required to sign a resignation form as a condition of approval of a leave.
- J. An authorized leave granted under this section shall not be considered as a break in the continuous service of an employee.

SICK LEAVE

A. Sick Leave – Definition and General Requirements

4. Verification of Sick Leave

a. The appointing officer or designee to whom application for sick leave is made may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required.

6. Abridgment of Sick Leave

Sick leaves granted in excess of five (5) working days may be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position.

B. 1. Sick Leave with Pay Eligibility

a. Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six (6) continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this rule shall not be considered as a break in the continuous service of an employee.

b. A break in service of more than six (6) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be cancelled and eligibility for sick leave with pay must be re-established.

c. Sick leave with pay credits will continue to accrue at the normal rate while an employee is on either furlough or voluntary unpaid time off in accordance with this Rule, for a maximum of up to ten (10) days per fiscal year for imposed furlough or twenty (20) days per fiscal year for voluntary unpaid time off.

~~2. Sick Leave with Pay – Maximum Accumulation of Credits~~

~~Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed the equivalent of six (6) months (which is the hourly equivalent of one hundred thirty (130) working days based on the regular daily work schedule as authorized by the Salary Standardization~~

~~Ordinance), provided that in no case may the total accumulated unused sick leave with pay credit balance exceed one thousand forty (1040) hours for any employee. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.~~

Section deleted. Refer to paragraph 353 of current Memorandum of Understanding.

3. Sick Leave with Pay - Restrictions

b. An appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five (5) working days.

c. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

4. Prohibition Against Employment while on Sick Leave with Pay

a. Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer grants permission for the employee to engage in a secondary employment.

b. Violators of this section are subject to disciplinary action.

5. Calculation of Sick Leave with Pay Credits

a. Sick leave with pay credits shall be earned at the rate of .05 hours for each hour or regularly scheduled paid service excluding 1) overtime exceeding forty (40) hours per week and 2) holiday pay except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.

APPENDIX E

- 6. Disbursement of Sick Leave with Pay Credits
 - a. Sick leave with pay credits shall be used and deducted at the minimum rate in units of one (1) hour for those employees whose credits are calculated in hours.

- 8. Employees Injured by Battery
 - c. Denial of leave due to battery is subject to the grievance procedure.
 - d. Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

- 9. Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance
 - a. An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, 1978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

SCHEDULE OF SERVICE REQUIREMENTS AND ALLOWANCES FOR REIMBURSEMENT OF VESTED AND UNUSED ACCUMULATED SICK LEAVE WITH PAY CREDIT BALANCE AT THE TIME OF RETIREMENT, SEPARATION BECAUSE OF INDUSTRIAL ACCIDENT OR DEATH:

	<u>Service Requirement</u>	<u>Amount of Cash Reimbursement</u>
(1)	15 or more years of continuous service	100%
(2)	More than 5 continuous years but less than 15 continuous years of service	50%
(3)	Up to and including 5 continuous years of service	33-1/3%

APPENDIX E

- b. Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be further subject to the following:
 - i) Human Resources Director, shall administer the provisions of this section.
 - ii) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to any credits used of that balance.
Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.
 - iii) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one year of such retirement, separation or death.
 - iv) Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one (1) or more years at the time of separation.
 - v) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.
 - vi) The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

10. Appeal of Denial of Sick Leave with Pay

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave shall be subject to the grievance procedure.

APPENDIX E

C. Sick Leave without Pay

1. Sick Leave without Pay - Eligibility

Subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.

~~2. Sick Leave without Pay - Temporary and Provisional~~

~~Sick leave without pay may be granted to temporary or provisional employees. Such leave shall be renewed monthly and shall not be extended beyond three (3) calendar months except for sick leave -maternity.~~

Section deleted. Refer to paragraph 317 of current Memorandum of Understanding.

3. Sick Leave without Pay - ~~Permanent~~ All Employees

a. Sick leave without pay may be approved for ~~permanent~~ employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year.

4. Prohibition Against Employment while on Sick Leave without Pay

a. Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.

b. Violators of this section are subject to disciplinary action.

D. Compulsory Sick Leave

4. The employee placed on sick leave under the provisions of this section may appeal the decision of the appointing officer through grievance procedure.

E. Disability Leave

2. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be

APPENDIX E

supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.

3. Supplemental disability credits shall be an account separate from, but equivalent to the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
4. Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.
5. Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.
7. Salary may be paid on regular timeroles and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility indemnity payment without requiring a signed option by the employee.
8. When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.
9. An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
10. Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.
11. Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

APPENDIX E

- F. Use of Sick Leave with Pay Credits to Supplement State Disability Insurance (SDI)
1. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.
 2. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.
 3. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director, to the appointing officer or designee within seven (7) calendar days following the first date of absence.
 4. Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

MILITARY, WAR EFFORT AND SEA DUTY LEAVES
See Glossary

LEAVE TO ACCEPT OTHER CITY AND COUNTY POSITION

- A. Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment.
- B. Denial of such leave shall be subject to the grievance procedure.

EDUCATIONAL

- B. Educational leave may be approved for permanent appointees for a period of up to one (1) year. Requests for educational leave of longer than one (1) year must be renewed each year.
- C. Denial of educational leave shall be subject to the grievance procedure.

APPENDIX E

- D. An employee on educational leave shall not accept other employment without approval of the appointing officer except for employment in vacant positions with the City and County during school vacations.
- E. As soon as records are available, the employee shall periodically present to the appointing officer a record of completed education work. These records shall be maintained in such a manner as to be readily available for audit by Department of Human Resources staff. Failure to submit an acceptable record of completed educational work shall subject the employee to disciplinary action.

LEAVE FOR CIVILIAN SERVICE IN THE NATIONAL INTEREST

- B. Leave for civilian service in the national interest may be approved for permanent appointees for a period of up to one year. Requests for such leave of longer than one (1) year must be renewed each year. Denial of such leave is subject to the grievance procedure.

LEAVE FOR EMPLOYMENT AS AN EMPLOYEE ORGANIZATION OFFICER OR REPRESENTATIVE

- B. Leave for employment as an employee organization officer or representative for permanent employees may be approved for the duration of such service.
- C. Denial of such leave shall be subject to the grievance procedure.

FAMILY CARE LEAVE

- C. Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave.
- D. Denial of a request for family care leave is subject to the grievance procedure.

WITNESS OR JURY DUTY LEAVE

- A. An employee shall be excused from work on a work day on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.

APPENDIX E

- B. Swing and Night Shift Employees: An employee who takes jury duty leave shall not be required to work a swing or night shift on the day(s) of the leave and shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.
- C. An employee who is summoned as a witness on behalf of the City and County shall be entitled to leave with pay less the amount of witness fee paid for the period required for such service. An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.
- D. Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.
- E. An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary. Denial of such leave is subject to the grievance procedure.

RELIGIOUS LEAVE

- B. Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time or floating holiday time.
- C. Denial of religious leave shall be subject to the grievance procedure.

PERSONAL LEAVE

- B. Personal leave for ~~permanent~~ employees may be approved for a period of up to twelve (12) months within any two (2) year period. ~~Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.~~
- C. On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (12) month period.

ABSENCE FROM DUTY WITHOUT LEAVE

- A. Absence from duty may constitute abandonment of the position and shall be recorded as an automatic resignation. The employee shall be notified by certified mail.

TEMPORARY EXCHANGES FOR TRAINING PURPOSES

- A. Employees holding permanent civil service appointment in positions under different appointing officers or in another public agency, may, upon their written request and with the approval of the appointing officers concerned and the Human Resources Director, be exchanged in positions in the respective departments or other public agency for a period not to exceed one (1) year for training and development purposes; provided that the employees so exchanged must be permanent employees in the same class or in occupations deemed by the Human Resources Director, to be closely related in duties and responsibilities, training and experience requirements, and further provided that such temporary training service may be terminated by either appointing officer at any time during such training period.

- B. Employees shall be credited for the performance of the duties in the exchanged position. Employees temporarily assigned for training and development under this section of the rule will be considered as employees of the original department for any disciplinary action necessary.

LAYOFF AND INVOLUNTARY LEAVE

- B. The Human Resources Director, shall be responsible for administering and making effective the provisions of this provision, and establishing such administrative controls as may be necessary.

COMPUTATION OF SENIORITY

- A. Except as may otherwise be provided in this rule, seniority shall be computed as follows:

- | | |
|------------------------------------|--|
| PERMANENT | 1. Seniority for permanent appointees shall be determined by the date of certification which resulted in a permanent appointment to a position in a class in a department. Seniority for appointees granted status or permanent tenure to a class shall be determined by the date of certification in the class from which status or permanent tenure was granted. |
| TEMPORARY
FROM
ELIGIBLE LIST | 2. Seniority for temporary employees shall be determined by the date of certification which resulted in a temporary appointment to a position in a class in a department. |

PROVISIONAL

3. Seniority for provisional appointees shall be determined by the date an appointee starts to work in a current continuous provisional appointment in a department. Seniority in the event of ties shall be broken by lot in the manner prescribed by the Human Resources Director, and conducted under the supervision of the Human Resources Director.

- B. Excluding involuntary leave, seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.
- C. In calculating permanent seniority in a class, temporary seniority in the same class shall not be added to permanent seniority in a class.
- D. In calculating temporary seniority in a class, permanent seniority in the same class shall be added to temporary seniority in a class.
- E. Tie Score
 - 1. In the event of ties, seniority of civil service appointees shall be determined by rank on the eligible list. In determining rank, earlier eligible lists have priority over later eligible lists and promotive lists have absolute priority over entrance lists.
 - 2. In the event of a tie in rank among appointees from lists of eligibles adopted on or after December 6, 1991, the methods listed below shall be used to determine seniority in the following order of priority until the tie is broken.
 - a. First, the appointee with the longest continuous service in the class under permanent civil service appointment regardless of department shall be ranked above appointees with lesser service in the class;
 - b. Then, the appointee with the longest continuous citywide service under permanent civil service appointment regardless of class shall be ranked above appointees with lesser citywide service;
 - c. Finally, if the tie has not been broken by the preceding methods, it shall be broken by lot in the manner prescribed by the Human Resources Director and conducted under the supervision of the Human Resources Director, or a designee.

APPENDIX E

- d. In no case shall service before resignation and reappointment or discharge and reemployment be included in determining length of service for the purposes of this section.

ORDER OF LAYOFF

Except as may otherwise be provided in this section, layoff of employees shall be by inverse order of seniority in a class and department in the following order of absolute priority:

- A. Provisional
- B. Temporary from Eligible List
- C. Probationary
- D. Permanent

EXCEPTIONS TO ORDER OF LAYOFF

See Glossary

LAYOFF - TEMPORARY APPOINTEES

- A. Provisional employees

Provisional employees shall be laid off at the discretion of the appointing officer.

- B. Temporary Appointees From Eligible List

- 1. Order of layoff for temporary appointees shall be by class within a department, by inverse order of seniority except if a more senior temporary appointee elects to be laid off. In the event of a conflict, the temporary appointee with the greater seniority shall have preference.

LAYOFF - PROBATIONARY APPOINTEES

See Glossary

LAYOFF - PERMANENT APPOINTEES

See Glossary

LAYOFF - PROMOTIVE APPOINTEES

APPENDIX E

See Glossary

HOLDOVER STATUS AND RETURN TO DUTY

See Glossary

INVOLUNTARY LEAVE OF ABSENCE

- A. Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.
- B. Such reductions in force shall be effected by the provisions of this Agreement governing seniority and order of layoff.
- D. Leaves of absence imposed under the provision of this rule shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

PROCEDURE FOR REVIEW OF RESIGNATION - SERVICES UNSATISFACTORY

- A. Notice of Proposed Action

If services are to be designated as unsatisfactory, the appointing officer or designated representative shall notify the resignee of the intention to so certify the resignation. The resignee shall be informed of the reasons for this determination and shall be offered an opportunity for review by the appointing officer or designated representative.

- B. Action by Appointing Officer

As a result of review, if such review is requested by the resignee, the appointing officer may amend or sustain the certification of services.

APPENDIX E

C. Notification to Employees

If the appointing officer amends the resignation, the resignee shall immediately be notified by copy of the resignation form with services clearly marked satisfactory. If the appointing officer sustains the original determination, the appointing officer shall immediately notify the resignee and the Commission on the prescribed Department of Human Resources form.

D. Report Requirement

A resignation certified by the appointing officer with services unsatisfactory shall be accompanied with a statement of the reasons for this action and shall contain a statement that the notification and review procedure outlined above was completed.

**GLOSSARY
CIVIL SERVICE COMMISSION JURISDICTION**

The following provisions shall be interpreted, applied and administered by the Civil Service Commission and shall not be subject to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

LEAVES OF ABSENCE

Employees who are absent from their duties because of illness or disability are eligible for sick leave. In addition to normal use sick leave, employees shall be entitled to the following:

A. Sick Leave – Bereavement

1. Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

2. Absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect. Leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

B. Sick Leave – Maternity

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) months provided that such leave may be extended for employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this section governing sick leave without pay.

APPENDIX E

C. Sick Leave - Illness or Medical Appointment of Child or Dependent Adult

Absence because of the illness, injury or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities or because of the illness, injury or medical or dental appointment of a dependent adult.

D. 1. Eligibility for Sick Leave

Subject to the provisions of this rule, employees who are absent from their duties because of illness or disability are eligible for sick leave.

E. 3. Sick Leave with Pay - Restrictions

a. Sick leave with pay is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Agreement.

8. Employees Injured by Battery

b. Sick leave with pay under this section shall be known as "leave due to battery".

F. Sick Leave without Pay

1. Sick Leave without Pay - Eligibility

Subject to the provisions of this section, sick leave without pay may be granted to employees who are not eligible for sick leave with pay.

G. Compulsory Sick Leave

2. If the employee refuses to obtain such physician's certificate OR if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.

MILITARY, WAR EFFORT AND SEA DUTY LEAVES

A. Military Leave

1. Military Leave - Authority

Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this Agreement.

2. Time of War - Definition

The phrase "time of war" is defined in Section 8.324 of the Charter.

3. Military Leave - Time of War

Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three (3) months after the conclusion of such service, but not later than one (1) year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

4. Military Leave - Time of Peace

Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three (3) months after the expiration thereof.

5. Military Leave - Permanent Appointees

Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

APPENDIX E

6. Military Leave - Proof of Duty

Officers and employees requesting military leave shall file with the Civil Service Department a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

7. Military Leave - Salary while on Temporary Leave

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one (1) year continuously prior to the date upon which temporary military leave not exceeding one-hundred eighty (180) calendar days begins shall, as required by the State of California Military and Veterans' Code Section 395), receive their regular salary or compensation for a period not to exceed thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

B. War Effort Leave

The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

C. Leave for Sea Duty as Licensed Officers

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Civil Service Commission shall amend this section to implement such ordinance.

FAMILY CARE LEAVE

B. Employees may be granted up to one (1) year of unpaid family care leave for the following reasons:

1. The birth of a biological child of the employee.
2. The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker.

APPENDIX E

3. The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities.
4. The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

LAYOFF AND INVOLUNTARY LEAVE

EXCEPTIONS TO ORDER OF LAYOFF

- A. Provisional employees, who qualified for their positions as a result of meeting specific hiring criteria and who are appointed under specific funding guidelines which limit the duration of employment shall be laid off at the end of their designated tenure without effect on any other employees.
- B. Persons appointed to positions requiring special qualifications or skills shall be laid off when the work requiring such special qualifications or skills is completed, providing such appointees shall have rights to continue employment within their class in positions where the special qualifications or skills are not required if their name has been reached for certification to a regular position.
- C. In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Human Resources Director, shall continue in the position unless a more senior employee or holdover in the class in which the layoff occurs possesses the same qualifications and skills.

LAYOFF - TEMPORARY APPOINTEES

- B. Provisional Appointees
 3. Provisional appointees who hold permanent status in another class and who are laid off shall revert to their permanent positions.

APPENDIX E

C. Temporary Appointees From Eligible List

2. The names of temporary appointees who are laid off shall be returned to the eligible lists from which appointed for further certification if such lists are still in existence.

LAYOFF - PROBATIONARY APPOINTEES

- A. Probationary appointees shall be laid off in inverse order of the date of permanent certification, except if a more senior probationary or permanent appointee elects to be laid off. In the event of a conflict, the probationary or permanent appointee with the greater seniority shall have preference.
- B. As provided in Section 32.10(A), a probationary appointee, regardless of length of service, may displace any temporary appointee including part-time exempt, in the same class in any department.

LAYOFF - PERMANENT APPOINTEES

- A. Layoff of permanent appointees shall be by class in a department in inverse order of seniority except if a more senior permanent appointee elects to be laid off. In the event of a conflict, the permanent appointee with the greater seniority shall have preference.
- B. Layoff shall be treated separately under each appointing officer except that permanent and probationary employees may displace permanent or probationary employees with less seniority in any department.
 2. A permanent appointee may displace any temporary appointee, including part-time exempt, in the same class in any department.

C. Reinstatement From Entrance Appointment

An employee laid off from an entrance appointment shall be either:

1. Restored to a position in a class and department which the employee held on a permanent basis immediately prior to appointment in the class from which laid off. If necessary, layoffs in the classes affected shall follow;
2. or, as directed by the Human Resources Director, appointed in rank order of seniority to a position not filled by a permanent employee in any other city department in the class held on a permanent basis immediately prior to appointment in the class from which laid off.
3. or, if options 1 and 2 are exhausted or if the employee had no permanent status prior to appointment in the class from which laid off; the employee, subject to the approval of

APPENDIX E

the Civil Service Commission, whose decision is not subject to the grievance procedure, may be appointed to a position in a class similarly related to the class from which the layoff occurred provided such action shall not adversely affect an incumbent certified from an eligible list. The Human Resources Director, shall designate and recommend such classes to the Commission.

E. Seniority Date Upon Reinstatement

1. Employees who are reinstated to a position held on a permanent basis immediately prior to appointment in the class from which laid off shall return with their original seniority date in the class.
2. Employees who are reinstated to a position in which they have had no prior permanent service shall have seniority calculated from the date of certification to the class from which laid off.

LAYOFF-PROMOTIVE APPOINTEES

A. An employee laid off from a promotive appointment shall be either:

1. Restored to a position in the class and department from which promoted. If necessary, layoffs in the classes affected shall follow;
2. or, as directed by the Human Resources Director; appointed in rank order of seniority in the class to a position not filled by a permanent appointee in the class from which promoted in any other city department.
3. or, if options 1 and 2 are exhausted, the employee, subject to the approval of the Civil Service Commission, whose decision is not subject to the grievance procedure, may be appointed to a position in a class similarly related to the class from which the layoff occurred or to an appropriate lower rank class provided such action shall not adversely affect the permanent incumbents. The Human Resources Director, shall designate and recommend such classes to the Commission.
4. An employee who has completed the probationary period in a promotive appointment that is two (2) or more steps higher in an occupational series than the permanent position from which promoted may be returned to a position in the City and County service in the next lower ranks. If necessary, layoffs in the classes affected shall follow.
 - a. For the purposes of this section, seniority in the intermediate class or classes shall be calculated from the date of certification in the higher class or in a class designated by the Human Resources Director, as similarly related to the intermediate class.

APPENDIX E

b. If the employee laid off is the least senior employee in the intermediate rank(s), the employee shall be placed on holdover list(s) for such intermediate rank(s) and shall be restored to the class from which promoted.

5. Promotive employees who do not wish to be reinstated to a former class, a similarly related class or an intermediate class may waive such reinstatement and elect to be laid off or placed on involuntary leave. Such waiver shall not affect the employee's status on a holdover roster for the class from which laid off.

B. Higher class Not Filled by Promotional Examination

1. The Civil Service Commission may order that the provisions of this rule shall apply to appointees in higher classes in a class series even though the examination for such higher class was not held as a promotive examination or where appointees were blanketed in to such higher classes. If necessary, layoffs in the classes affected shall follow.

2. For the purposes of this section, seniority in the intermediate class or classes shall be calculated from the date of certification in the higher class or in a class designated by the Human Resources Director, as similarly related to the intermediate class.

D. Reinstatement with Employee's Original Seniority in the Class

Employees who are reinstated from a promotive appointment are restored with their original seniority in the class, if any.

HOLDOVER STATUS AND RETURN TO DUTY

A. Holdover Roster - General Requirements

1. Subject to the provisions of this section, civil service appointees who are laid off or placed on an involuntary leave of absence shall be designated as holdovers.

2. The names of holdovers shall be ranked on a holdover roster for the class or classes from which layoff occurs and in the order of total seniority in the class in the City and County service. Seniority prior to resignation or termination shall not be used in determining holdover rights in a class.

3. Holdovers shall be returned to duty in rank order from holdover rosters.

4. Holdovers shall for a period of five (5) years from the date of layoff have preference for appointment over eligibles on civil service lists, or employees requesting transfer,

APPENDIX E

reinstatement or reappointment. The Civil Service Commission, whose decision is not subject to the grievance procedure, upon review of all the circumstances, may extend the holdover status for such specified period of time as it may deem proper.

5. Holdover rosters shall be canvassed in the following order: first, permanent holdover rosters; then, temporary holdover rosters.
6. Permanent holdovers shall be returned to duty in temporary positions before temporary holdovers. Permanent holdovers shall displace any temporary or part-time exempt appointee in the same class in any City and County department. Permanent holdovers returned to duty in temporary positions shall retain their status on the permanent holdover roster. In the event of a displacement, the least senior temporary or part-time exempt appointee in the City and County service shall be laid off first.
7. Permanent holdovers in classes with citywide seniority for layoff purposes shall be entitled to displace only the least senior permanent employee in that class in City service. Holdovers who waive such appointment shall remain on the holdover list for subsequent permanent appointment to vacant positions but may accept a temporary position in the class if available.
13. A properly completed copy of the designated report of layoff of involuntary leave of absence form shall be forwarded to the Department of Human Resources as soon as possible (in advance of the action if possible) so that the Department of Human Resources may record the action and place the employee's name on a holdover roster for immediate consideration for return to duty.
16. Holdovers returned to duty shall be reinstated with accrued compensatory time, if any, and with their original anniversary date for the purposes of computing sick leave and vacation benefits.

B. Holdover - Temporary Appointees

2. Resignation from temporary appointment from a holdover roster or refusal of temporary appointment from a holdover roster cancels all temporary holdover rights in that class.

APPENDIX E

C. Holdover - Permanent and Temporary Appointees

1. A permanent or temporary appointee to a promotional or entrance position who is laid off shall be designated a "permanent holdover" and shall be returned to duty in a position in the class from which laid off from a holdover roster.

PROMOTIVE PROBATIONARY APPOINTMENTS

Subject to the approval of the Civil Service Commission, in the event an employee does not pass probation in a promotive classification, he/she shall be entitled to retreat to the next available vacancy in the class from which promoted.