

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, lcushing@library.berkeley.edu

**IDnum** 66      **Language** English      **Country** United States      **State** CA

**Union** Sheet Metal Workers International Union

**Local** Local 104

Occupations Represented
Sheet metal workers

**Bargaining Agency** City and County of San Francisco

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001      **EndYear** 2003

**Source** <http://www.ci.sf.ca.us/dhr/mou/104SHEETMETALWORKERS/104SheetMetalWorkersFINAL01-03.PDF>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

---

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**SHEET METAL WORKERS INTERNATIONAL UNION,  
LOCAL 104**

**JULY 1, 2001 - JUNE 30, 2003**

## TABLE OF CONTENTS

	<b>PAGE</b>
<b>ARTICLE I - REPRESENTATION</b> .....	1
<b>I.A. RECOGNITION</b> .....	1
<b>I.B. INTENT</b> .....	1
<b>I.C. OBJECTIVE OF THE CITY</b> .....	1
<b>I.D. MANAGEMENT RIGHTS</b> .....	2
<b>I.E. NO WORK STOPPAGES</b> .....	2
<b>I.F. GRIEVANCE PROCEDURE</b> .....	2
Probationary Employees .....	3
Non-Probationary employees .....	3
Union Representation .....	3
<b>I.G. OFFICIAL REPRESENTATIVES AND STEWARDS</b> .....	5
1. Official Representatives .....	5
2. Stewards .....	6
<b>I.H. UNION SECURITY</b> .....	6
1. Authorization for Deductions .....	6
2. Dues Deductions .....	6
<b>I.I. AGENCY SHOP</b> .....	7
Religious Exemption: .....	7
Payroll Deductions: .....	7
Financial Reporting: .....	8
Indemnification: .....	8
Hudson Compliance: .....	8
Failure to pay Agency Shop fee: .....	9
<b>I.J. APPRENTICESHIP PROGRAM</b> .....	9
<b>ARTICLE II - EMPLOYMENT CONDITIONS</b> .....	10
<b>II.A. NON-DISCRIMINATION</b> .....	10
<b>II.B. AMERICANS WITH DISABILITIES ACT</b> .....	10
<b>II.C. PROBATIONARY PERIOD</b> .....	10
<b>II.D. PERSONNEL FILES</b> .....	11
<b>II.E. SICK LEAVE</b> .....	11
<b>II.F. PERFORMANCE APPRAISALS</b> .....	11
<b>II.G. JURY DUTY</b> .....	11
<b>II.H. DISTRIBUTION OF OVERTIME</b> .....	12
<b>II.I. SENIORITY</b> .....	12
<b>II.J. VACATION</b> .....	13
<b>II.K. SUBCONTRACTING</b> .....	13
1. Prop. J. Contracts .....	13
2. Personal Services Contracts .....	13
<b>ARTICLE III - PAY, HOURS AND BENEFITS</b> .....	15
<b>III.A. WAGES</b> .....	15
<b>III.B. MAINTENANCE AND CHARGES</b> .....	15

<b>III.C. WORK SCHEDULES</b> . . . . .	15
<b>III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES</b> . . . . .	18
1. Normal Work Schedules . . . . .	18
2. Part-Time Work Schedules . . . . .	18
<b>III.E. ADDITIONAL COMPENSATION</b> . . . . .	19
1. Night Duty . . . . .	19
2. Bos'n Chair Premium . . . . .	19
3. Lead Worker Pay . . . . .	19
4. Standby Pay . . . . .	19
5. Subsistence Pay . . . . .	20
6. Supervisory Differential Adjustment . . . . .	20
7. Acting Assignment Pay . . . . .	22
8. Call Back . . . . .	23
9. Travel Expense . . . . .	24
10. MTA Performance/Attendance Incentive Pay . . . . .	24
<b>III.F. OVERTIME COMPENSATION</b> . . . . .	24
<b>III.G. HOLIDAYS AND HOLIDAY PAY</b> . . . . .	25
1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE . . . . .	26
2. HOLIDAYS THAT FALL ON A SATURDAY . . . . .	26
3. IN-LIEU HOLIDAYS . . . . .	26
4. HOLIDAY COMPENSATION FOR TIME WORKED . . . . .	26
5. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULE OTHER THAN MONDAY THROUGH FRIDAY . . . . .	27
6. HOLIDAY PAY FOR EMPLOYEES LAID OFF . . . . .	28
7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION . . . . .	28
8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS . . . . .	28
9. FLOATING HOLIDAYS . . . . .	28
<b>III.H. TIME OFF FOR VOTING</b> . . . . .	29
<b>III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS</b> . . . . .	29
1. Promotive Appointment in a Higher Class . . . . .	29
2. Non-Promotive Appointment . . . . .	29
3. Appointment above Entrance Rate . . . . .	30
4. Reappointment within Six Months . . . . .	30
<b>III.J. METHODS OF CALCULATION</b> . . . . .	31
1. Bi-Weekly . . . . .	31
2. Conversion to Bi-Weekly Rates . . . . .	32
<b>III.K. SENIORITY INCREMENTS</b> . . . . .	32
1. ENTRY AT THE FIRST STEP . . . . .	32
2. ENTRY AT OTHER THAN THE FIRST STEP . . . . .	32
3. DATE INCREMENT DUE . . . . .	32
4. EXCEPTIONS . . . . .	32
<b>III.L. STATE DISABILITY INSURANCE</b> . . . . .	33
<b>III.M. SICK LEAVE WITH PAY LIMITATION</b> . . . . .	33
<b>III.N. HEALTH AND WELFARE</b> . . . . .	34

1.	Employee Health Coverage . . . . .	34
2.	Dependent Health Care Coverage . . . . .	34
3.	Dental Coverage . . . . .	34
4.	Contributions while on unpaid leave . . . . .	34
	<b>III.O. RETIREMENT PICK-UP . . . . .</b>	<b>35</b>
	<b>III.P. FAIR LABOR STANDARDS ACT . . . . .</b>	<b>35</b>
	<b>III.Q. PILOT WELLNESS INCENTIVE PROGRAM . . . . .</b>	<b>35</b>
	<b>III.R. VOLUNTEER/PARENTAL RELEASE TIME . . . . .</b>	<b>36</b>
	<b>III.S. LONG TERM DISABILITY . . . . .</b>	<b>37</b>
	<b>ARTICLE IV - TRAINING, CAREER DEVELOPMENT AND INCENTIVES . . . . .</b>	<b>38</b>
	<b>IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES . . . . .</b>	<b>38</b>
	<b>IV.B. TUITION AND TRAINING REIMBURSEMENT FUND . . . . .</b>	<b>38</b>
	<b>ARTICLE V - WORKING CONDITIONS . . . . .</b>	<b>39</b>
	<b>V.A. PROTECTIVE CLOTHING &amp; EQUIPMENT . . . . .</b>	<b>39</b>
	<b>V.B. TOOL INSURANCE . . . . .</b>	<b>39</b>
	<b>V.C. TOOL REPLACEMENT . . . . .</b>	<b>40</b>
	<b>V.D. HEALTH AND SAFETY . . . . .</b>	<b>41</b>
	<b>ARTICLE VI - SCOPE . . . . .</b>	<b>42</b>
	PAST PRACTICE . . . . .	42
	CIVIL SERVICE RULES/ADMINISTRATIVE CODE . . . . .	42
	<b>VIA. DURATION OF AGREEMENT . . . . .</b>	<b>42</b>
	<b>VIB. SAVINGS CLAUSE . . . . .</b>	<b>42</b>
	<b>APPENDIX A: EMPLOYEE TRAINING REIMBURSEMENT PROGRAM . . . . .</b>	<b>45</b>
1.	WHO MAY APPLY FOR REIMBURSEMENT . . . . .	45
2.	TRAINING FOR PROMOTION OR ADVANCEMENT . . . . .	45
3.	TRAINING FOR WORK IN PRESENT CLASSIFICATION . . . . .	45
4.	EDUCATIONAL INSTITUTION - WHEN ACCREDITED . . . . .	46
	<b>APPENDIX B : PAST PRACTICE ENUMERATIONS . . . . .</b>	<b>47</b>
	<b>APPENDIX C: MTA PERFORMANCE/ATTENDANCE INCENTIVE PAY . . . . .</b>	<b>49</b>

## **ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the Director of Human Resources for and on behalf of the City and County of San Francisco, its Boards, and Commissions and on behalf of the City's Departments including the Municipal Transit Authority (hereinafter "MTA") pursuant to the exercise of MTA's discretion under Charter Section A.8.104(l) (hereinafter collectively "City") and Sheetmetal Workers International, Local 104 (hereinafter "Union"). This Agreement shall be effective as of July 1, 2001 upon approval by the Mayor, adoption by the Board of Supervisors and ratification of the membership of the Union.

### **I.A. RECOGNITION**

2. The City recognizes Sheet Metal Workers International Association Local 104, AFL-CIO (SWMIA 104) as the exclusive representative of all employees of the City and County of San Francisco assigned to Bargaining Unit I-V and I-W including:

6235 - Heating and Ventilating Inspector, Unit 1-V  
7247 - Sheet Metal Worker Supervisor II, Unit 1-W  
7376 - Sheet Metal Worker, Unit 1-V  
9345 - Sheet Metal Worker Supervisor I, Unit 1-V

and any and all other employees assigned to new or different classifications hereafter accreted to bargaining Units I-V or I-W pursuant to the procedures of the Employee Relations Ordinance.

3. The work covered by and subject to the terms and conditions of this Agreement shall be that work which upon execution of this Agreement is currently being assigned to employees in Bargaining Units 1-V and 1-W in the classifications heretofore enumerated and/or claimed by the Union.

### **I.B. INTENT**

4. This Agreement shall to the extent its terms address a subject within the scope of bargaining and arbitration pursuant to Charter Section A8.409 et seq. supersede and prevail over any contrary ordinance, resolution, rule, charter provision and/or regulation of any agency of the City and County of San Francisco.

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

5. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement

within their respective roles and responsibilities consistent with duties and obligations set forth in the Charter.

6. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

**I.D. MANAGEMENT RIGHTS**

7. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

**I.E. NO WORK STOPPAGES**

8. It is mutually understood and agreed that during the term of this Memorandum of Understanding that neither the Union nor any person covered hereunder shall engage in a strike, slowdown or work stoppage against the City and County of San Francisco, nor shall the Union or any person covered hereunder honor any picket line of any other group of City employees who are obliged under a contractual no strike provision or any provision of the City Charter to refrain from strikes, slowdowns, or work stoppages against the City and County of San Francisco.

**I.F. GRIEVANCE PROCEDURE**

9. A grievance shall be defined as any dispute arising between the Union and the City involving the interpretation, application, and/or compliance with the terms and conditions contained in this agreement and shall be resolved in accordance with the procedures set out herein.
10. Disciplinary suspension and/or discharge grievances for employees who have served the equivalent of the probationary period (except as-needed employees) may be filed only by the Union, and shall be filed in writing with the management official designated or the Director of ERD within fourteen (14) working days of formal written notice to the Union of the proposed discipline or discharge.

11. Contract interpretation grievances not involving disciplinary suspension/discharge, may be filed at either Step 4 or Step 5 as appropriate within thirty (30) working days of the date of the events giving rise to the grievance, or within thirty (30) working days of the date the City/Union should reasonably have knowledge of the events giving rise to the grievance.

#### Discipline/discharge

1. Probationary Employees:
  12. Probationary Employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual on account of race, color, creed, sex, religion, national origin, sexual preference, qualifying accomodatable physical or mental handicap or union activities.
  13. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
2. Non-Probationary employees:
  14. Any employee covered by this agreement who has served the equivalent of the probationary period (except as-needed employees) may be disciplined for just cause. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within two years.
3. Union Representation:
  15. No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any employee who has served the equivalent of the probationary period (except as-needed employees) who requests the presence of steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of his/her right to Union representation at such interview.
  16. With respect to any employee who has served the equivalent of the probationary period (except as-needed employees) covered by this agreement, no discipline involving suspension or discharge may be implemented unless the union receives notice in writing of such proposed action at least seven (7) work days in advance of the date such discipline is to take effect.

#### Procedural Steps



Step 1:

17. An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step shall not impair the position of either the Union or the City in any subsequent dispute between the City and the Union which advances beyond this step.

Step 2:

18. Grievances not satisfactorily resolved at Step 1, shall be reduced to writing and served on the designated management official within fourteen (14) working days. In the event that the union and the designated management official are unable to resolve the dispute with fourteen (14) working days, either party may move the dispute to Step 3.

Step 3:

19. Grievances not satisfactorily resolved at Step 2 or a grievance involving a disciplinary suspension or discharge shall be moved to or filed with the Appointing Officer for resolution within fourteen (14) days. In the event that the dispute is not resolved at the Appointing Officer level within ten (10) working days either party may move the dispute to Step 4.

Step 4:

20. All Disciplinary suspension and/or discharge grievances not satisfactorily resolved at Step 3, and all contract interpretation grievances may be appealed to the Director of Employee Relations within fourteen (14) days of receipt of the Appointing Officer's decision or, in case of contract grievances not involving disciplinary suspension or discharge, filed directly with the Director of Human Resources. The Director, ERD, shall review the appeal and may issue a decision no later than twenty (20) working days following the receipt of the appeal. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitrate/or, as appropriate, submit the matter to Step 5.

Step 5: Selection of arbitrator

21. a. 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 a panel obtained through the State Mediation and Conciliation Services.
22. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the

parties fail to agree, the arbitrator will be selected by alternate striking from the list supplied by the State Mediation and Conciliation Services.

- 23. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
- 24. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.

**Time Limit**

- 25. Time limits contained herein are procedural in nature and may be mutually waived by the parties. Failure of Management to respond within the preceding time lines at Step 2 or Step 3 shall allow the Union to advance the grievance to arbitration.

**I.G. OFFICIAL REPRESENTATIVES AND STEWARDS**

**1. Official Representatives**

- 26. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope representation. If a situation should arise where the Union believes that more than total of 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.
- 27. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
- 28. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
- 29. c. 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

30. The Union shall have the right to appoint Stewards who shall be under the direction of the Business Manager of the Union. The union shall provide the City with a written list of Stewards and their work locations, and shall notify the City of any changes in the designation of Stewards.
31. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievances for adjustment, and to assist in the resolution of grievances at the lowest possible level.
32. Upon notification of an appropriate manager, stewards and/or other representatives of the Union shall have the right to enter the work site during work hours for the purpose of representing or interviewing employees in connection with the administration of the provisions of this agreement. Such visitation rights shall not unreasonably interfere with management's right to require efficient performance of work in progress.
33. Upon notification of and subject to the approval of an appropriate management person, stewards shall be granted reasonable release time to investigate and process grievances and appeals if requested by the affected employee(s). Stewards shall advise their supervisors/managers of the area or work location where they will be investigating and processing grievances. Stewards will also be responsible for satisfactorily performing the duties of their own assignment.

**I.H. UNION SECURITY**

1. Authorization for Deductions

34. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay to the designated payee all sums so deducted. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220 - Dues Deductions.

2. Dues Deductions

35. 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, except as set forth above, may only revoke

a dues authorization by delivering the notice of revocation to the Controller during the months of March and October. The revocation notice shall be delivered to the Office of the Controller either by hand delivering it or by depositing it in the U.S. Mail addressed to the Controller, on or before the 31st day of the eligible month as set forth above in this memorandum. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

## **I.I. AGENCY SHOP**

36. For the term of this Agreement, all current and future employees of the City subject to the terms and conditions of this Agreement, 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 an agency fee to the Union. Such agency fee shall not exceed the standard initiation fee, periodic dues and general assessment (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The agency fee payment shall be established annually by the Union, provided that such agency shop fee will be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms of employment.

### Religious Exemption:

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

### Payroll Deductions:

38. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City Classifications subject to this Section represented by the Union and current statement of membership fees. Such list of represented classifications and statement of Membership fees shall be amended as necessary. The Controller shall make required membership fee or service fee payroll deductions for the Union.
39. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.
40. Service fees from non-members shall be collected by payroll deduction pursuant to

Administrative Code Section 16.90. Failure to comply with this section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

41. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee.
42. Nine (9) working days following payday, the Controller will promptly pay to the Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.
43. 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.
44. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

Financial Reporting:

45. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the 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.

Indemnification:

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

47. Hudson Compliance:

The Union shall comply with the requirements set forth in Chicago Teachers Union

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

Failure to pay Agency Shop fee:

48. In the event an employee fails to make payments as required by this agreement, the Union may give written notice of such fact to the City and the employee. In the event such notice is given, a representative of the Union, a representative of the City and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the Union. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the Union, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the City shall commence termination of said employee. Termination for violation of this section shall not be subject to any grievance procedure.

#### **I.J. APPRENTICESHIP PROGRAM**

49. The specific provisions of an apprenticeship program shall be subject to agreement between the City and the Union.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

50. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.
51. A complaint of discrimination may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.

### **II.B. AMERICANS WITH DISABILITIES ACT**

52. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply.

### **II.C. PROBATIONARY PERIOD**

53. The probationary period shall be one thousand forty (1040) hours worked except for classes 6235, 7247 and 9345 which shall be two thousand eighty (2080) hours worked.
54. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

#### **II.D. PERSONNEL FILES**

55. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years of continuous service shall be "sealed"(i.e. shall remain confidential) to the extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
56. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for sealing may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.

#### **II.E. SICK LEAVE**

57. Requests for sick leave in excess of forty (40) consecutive hours shall be certified by a licensed medical doctor, doctor of podiatric medicine, licensed clinical psychologist, Christian Science practitioner, or licensed doctor of chiropractic. Verification of sick leave for less than forty (40) hours may be required at the sole discretion of the Appointing Officer or his/her designee.

#### **II.F. PERFORMANCE APPRAISALS**

58. Performance appraisal are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisal, including documents attached to the appraisals, shall be placed in the employees official personnel file, and shall be removed only upon written authorization of the appointing officer.

#### **II.G. JURY DUTY**

59. An employee shall be excused from work on a work day on which she/he performs jury services, providing she/he gives prior notification to her/his supervisor.
60. Employees assigned to jury services whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.



61. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

## **II.H. DISTRIBUTION OF OVERTIME**

62. Current practices with the departments regarding equitable distribution of overtime work opportunities among unit members shall be maintained during the term of this Agreement.

## **II.I. SENIORITY**

63. The parties agree that there shall be two types of seniority recognized for departmental operating purpose.
64. 1. City Seniority: the date commencement of continuous city service.
65. 2. Classification Seniority: the date of certification from a Department of Human Resources eligible list to a permanent position. Temporary seniority shall not be considered.
66. In the event that two or more employee's seniority begins on the same date seniority shall be determined in accordance with Civil Service Rules.
67. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.

### Vacation Scheduling by City Seniority

68. 1. On December 1 of each year, for a period of thirty days, the Vacation Seniority list will be posted for bidding purposes. Employees will bid for vacation by classification, by City seniority at a particular location.
69. 2. Employees not bidding during the thirty-day period, shall schedule vacation around those who have exercised bid and vacation shall be assigned, so far as practicable by mutual consent between the employee and the location supervisor.
70. 3. An employee who voluntarily changes work assignment or location during the year shall lose his/her vacation preference in said new assignment or location (for that year only) and shall be entitled to take vacation as available or as

assigned by Management.

**II.J. VACATION**

71. Vacation will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.

**II.K. SUBCONTRACTING**

(Subcontracting of Work (City Charter Section 10.104))

1. "Prop J." Contracts

72. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
73. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
74. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
75. (1) possible alternatives to contracting or subcontracting;
76. (2) questions regarding current and intended levels of service;
77. (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
78. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
79. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
80. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

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

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

**III.A. WAGES**

84. Base wages shall be increased as follows:

Effective July 1, 2001	Effective January 5, 2002
3%	2%
Effective July 1, 2002	Effective January 4, 2003
2.5%	2.5%

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

86. Wage rates are set forth in Attachment A.

**III.B. MAINTENANCE AND CHARGES**

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

**III.C. WORK SCHEDULES**

1. NORMAL WORK SCHEDULES

88. a. A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

89. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

90. b. A normal work week is a tour of duty on each of five (5) consecutive days. 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.

91. c. The purpose of this Article is to define the normal work day and week. It is not to be read as a guarantee of a particular number of hours of work or a particular schedule of work.
- d. Exceptions:
92. (1) Work Schedule: On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedule for such operations.
93. (2) Employees shall receive no compensation when properly notified (2 hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
94. (3) 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.
95. (4) 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.
96. (5) Alternate Work Schedule: By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but not limited to, core hours flex -time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5), forty (40) hour a week schedules.

97. (6) Changes in Work Schedule: The parties hereto acknowledge that employees covered by this Agreement currently work only day shifts. In the event any Department determines to establish swing and/or graveyard shifts, which would affect the conditions of employment of employees covered by this Agreement, such Department shall, prior to establishing such shift(s), meet and confer in good faith with Sheet Metal Workers Local 104, in an attempt to reach a departmental memorandum of understanding authorized by Charter Section A8.409-3 regarding the following subjects:
1. Shift scheduling
  2. Shift bidding procedures
98. Any such departmental memorandum of understanding shall come into full force and effect only upon approval of the Mayor and the Board of Supervisors. Upon such approval, any such departmental memorandum of understanding shall be incorporated as appendices to this Agreement.
99. (7) Extended Tour of Duty: An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour.
100. (8) Voluntary Reduced Work Week: Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.
101. (9) Voluntary Time off Program: The mandatory furlough provisions of (CSC Rules) shall not apply to covered employees.
102. (a) General Provisions: 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.

103. 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.

104. (b) Restrictions of Use of Paid Time Off While On Voluntary Time Off:

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

106. ii) 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.

107. (c) Duration and Revocation of Voluntary Unpaid Time Off: Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

2. PART-TIME WORK SCHEDULE

108. A part-time work schedule is a tour of duty of less than forty hours per week.

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

109. 1. Normal Work Schedules: Salaries fixed herein on a per diem basis are for a normal eight hour work day, and on a bi-weekly basis for a bi-weekly period of service consisting of a normal work schedule.

110. 2. Part-Time Work Schedules: Salaries for part-time services shall be calculated

upon the compensation for normal work schedules proportionate to the hours actually worked.

### III.E. ADDITIONAL COMPENSATION

111. 1. Night Duty - Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).
112. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.
113. 2. Bos'n Chair Premium: Any employee covered by this Agreement required to work from a bos'n chair or boom or similar equipment (as determined by the appointing officer) shall be compensated at the rate of seventy-five cents (\$.75) per hour above the base rate of pay for the hours actually spent in the bos'n chair or boom or similar equipment as determined by the appointing officer.
114. 3. Lead Worker Pay: Employees in class 7376 Sheet Metal Worker who are designated in writing by their supervisor or foreman shall be entitled to a \$9.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate and order material, or take the lead on any job when at least two mechanics in the same classification as the lead mechanic are assigned. Effective July 1, 2002, the rate shall be \$10 per day.
115. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.
4. Standby Pay



116. a. Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.
117. b. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.
118. c. No employee shall be compensated for standby service unless the appointing officer, with the approval of the Board or Commission, where applicable, shall have filed with the Department of Human Resources a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.

5. Subsistence Pay

119. Any employee covered by this Agreement who is required to travel or who is temporarily assigned to a remote location in the course of his/her duties shall be entitled to subsistence pay in accordance with rates set by the City Controller in the Annual Salary Ordinance.

120. In cases where an employee is required to live away from the employee's place of residence, that employee shall be paid for those expenses incurred by this requirement in accordance with the rate set by the Controller pursuant to Administrative Code Section 10.32, unless the employee is furnished accommodations and subsistence by his/her department.

6. Supervisory Differential Adjustment

121. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
122. 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.
123. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
124. c. 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.
125. d. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay, 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.
126. e. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.
127. 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 covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under the above paragraph are also met.
128. f. The decision of the Department of Human Resources as to whether the salary grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.
129. g. 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.

- 130. 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.
- 131. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).
- 132. i. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
- 133. j. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content of subordinate work and possesses education and/or experience appropriate to the technical assignment.

7. Acting Assignment Pay

- 134. The following provisions shall apply when due to vacancy, leave, paid leave or separation, the Appointing Officer or designee assigns the full range of essential functions of a higher level budgeted position to a lower paid employee covered by this agreement temporarily to meet the needs of the department, provided;
- 135. a. The assignment shall be in writing.
- 136. b. The employee is assigned to perform the duties of a higher level classification for eleven (11) consecutive days; after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
- 137. c. If each of the above criteria are met and upon approval by the Department Head, an employee shall be paid a one full salary step adjustment (approximately 5%) but which does not exceed the

maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

- 138. d. An employee who believes he/she is performing a substantial portion of the duties and responsibilities of a higher classification, even though one or more of the above-stated conditions are not met, shall be entitled to file a claim for out-of-class pay with the Department Head. Denials of acting assignment pay shall be subject to the grievance procedure.
- 139. e. When an employee is eligible for acting assignment pay, but an employee does not receive acting assignment pay, the employee must file a grievance within thirty days of becoming eligible for the pay.
- 140. f. Requests for classification or reclassification shall not be governed by this provision.

8. Call Back

- 141. 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 compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated 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.

9. Travel Expense

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

10. MTA Performance/Attendance Incentive Pay

143. Consistent with Charter Section A.8-100, 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 C.

**III.F. OVERTIME COMPENSATION**

144. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week.

145. Overtime shall be defined as time worked in excess of 8 hours in a day or 40 hours in a normal work week. Employees working beyond the end of their regular shift may request a non-paid break period of up to thirty (30) minutes before the commencement of the extra work. Employees working more than four (4) hours of overtime may request a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.

146. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.

147. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.

148. No appointing officer shall require an employee not designated by a "Z" symbol in the

Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein.

149. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
150. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.

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

151. A holiday is calculated based on an eight hour day.
152. 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 employee:
- 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)
153. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

154. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has hereto been declared a holiday by the governor of the State of California or the President of the United States.
155. The City shall accommodate religious belief or observance of employees as required by law.
1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE
156. Employees who have established initial eligibility for floating days off and subsequently separate from City employment may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not taken off.
2. HOLIDAYS THAT FALL ON A SATURDAY
157. 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 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. 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.
3. IN-LIEU HOLIDAYS
158. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
159. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
160. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.
4. HOLIDAY COMPENSATION FOR TIME WORKED

161. Employees required by their respective Appointing Officers 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 extra compensation of (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 if 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 as provided herein.

162. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

5. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULE OTHER THAN MONDAY THROUGH FRIDAY

163. 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.

164. a. 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.

165. b. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.

166. Sections a. and b. above shall apply to part-time employees on a pro-rated basis.

167. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, she/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 fiscal year. In no event shall the provisions of this section result in such employee receiving more/less holidays than an employee on a Monday through Friday work schedule.



6. HOLIDAY PAY FOR EMPLOYEES LAID OFF

168. 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 at their normal rate of compensation.

7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

169. 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.

8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

170. 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 proportional basis.

171. 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.

172. 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.

9. FLOATING HOLIDAYS

173. Five additional floating days off may 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. Employees hired on an as needed, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next except with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating days off not taken.

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

174. 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.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS (Applicable only to classes that do not enter at Step 5)**

175. 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**

176. An employee who has completed six months of continuous service, and who is appointed to a position in a higher classification deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

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

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

#### **2. Non-Promotive Appointment**

179. An employee who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment above Entrance Rate

180. Upon the request of an appointing officer, appointments may be made at any step in the salary grade upon recommendation of the Human Resources Director under the following conditions:

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

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

183. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and

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

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

4. Reappointment within Six Months

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

5. Compensation upon Transfer or Reemployment

187. a. Transfer  
An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
188. b. Reemployment in the Same Class Following Layoff  
An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
189. c. Reemployment in an Intermediate Class  
An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
190. d. Reemployment in a Formerly Held Class  
An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with Section III.R.3(b) of this agreement.

**III.J. METHODS OF CALCULATION**

191. 1. Bi-Weekly  
An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not

worked unless such time off is authorized time off with pay.

192. 2. Conversion to Bi-Weekly Rates  
Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

**III.K. SENIORITY INCREMENTS**  
**(Applicable only to classes that do not enter at Step 5)**

193. 1. ENTRY AT THE FIRST STEP  
Full-time employees entering at the first step 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.
194. 2. ENTRY AT OTHER THAN THE FIRST STEP  
Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
195. 3. DATE INCREMENT DUE  
Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided herein.
196. 4. EXCEPTIONS
196. 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.
197. (1) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
198. (2) 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:

199. a) An employee who during that portion of his/her anniversary year prior to January 1 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 calendar year
200. b) An employee who during that portion of his/her anniversary year prior to January 1, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service prior to January 1.
201. (3) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

### **III.L. STATE DISABILITY INSURANCE**

202. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance Program, the cost of which coverage is to be borne by the individual employee through payroll deduction at a rate established by the State of California Employment Development Department.

### **III.M. SICK LEAVE WITH PAY LIMITATION**

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

work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

### **III.N. HEALTH AND WELFARE**

1. Employee Health Coverage
204. The City shall continue to contribute the amount applicable per month directly into the City Health Services System for each employee who is a member of the Health Services System. The level of benefits is set pursuant to the City Charter and the Health Services System.
2. Dependent Health Care Coverage
205. The City shall contribute up to \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.
3. Dental Coverage
206. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
4. Single Employees
207. For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.
208. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
5. Contributions while on unpaid leave

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

### **III.O. RETIREMENT PICK-UP**

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

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

212. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
213. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
214. All such seminars must be located within the Bay Area.
215. This section shall not be subject to the grievance procedure.

### **III.P. FAIR LABOR STANDARDS ACT**

216. City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act.

### **III.Q. PILOT WELLNESS INCENTIVE PROGRAM**

217. The City hereby establishes a pilot "wellness incentive program" to promote workforce



attendance.

218. 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.
219. 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.
220. Example of Calculation
- Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separation.
- Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%  
50% x 500 hours = 250 hours.  
250 hours x \$25.00 (base salary at time of separation) = \$6,250.00
221. 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.
222. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

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

223. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
224. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday

hours, or compensatory time off during the planned absence.

### **III.S LONG TERM DISABILITY**

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

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

### **IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

226. 1. Represented employees shall be on paid status when assigned to attend required educational programs during working hours. Fees for required assigned training will also be included.
227. 2. Subject to the following conditions the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours.
228. 3. All training/course work must be approved in writing, in advance, by management;
229. a. Requested training/course work must be beneficial to the needs of the department and the performance of duties consistent with the employees current classification series.
230. b. Departments reserve the right to request an employee to demonstrate proficiency in training/course within 30 days of completing the training/course.

### **IV.B. TUITION AND TRAINING REIMBURSEMENT FUND**

231. The City agrees to allocate \$500 to a Tuition and Training Reimbursement Fund in each fiscal year for the term of this agreement for the exclusive use of classifications covered by this Agreement. The provisions of the Reimbursement Fund are attached as an Appendix to this Agreement.

**ARTICLE V - WORKING CONDITIONS**

**V.A. PROTECTIVE CLOTHING & EQUIPMENT**

- 232. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.
- 233. The City agrees to provide annually two (2) pairs of overalls for each employee in Classifications 7376 Sheet Metal Worker, 7247 Sheet Metal Supervisor II and 9345 Sheet Metal Worker Supervisor I, Port. The cost of overalls and laundry of the same shall be paid by the City.
- 234. The City further agrees to provide safety toe clips and reimbursement for prescription safety glasses not to exceed \$50 per employee.
- 235. Employees in classes covered by this agreement shall be provided with adequate rain gear when required to work in the rain. In cases where rain gear is issued to an employee, the employee shall be responsible for the gear and if lost must replace it at his/her cost.

**V.B. TOOL INSURANCE**

- 236. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:
- 237. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.
- 238. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
- 239. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
- 240. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.

241. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
242. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, the local police department and the Union.
243. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
244. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
245. d. In the case of a theft of a single tool with a replacement value of less than Fifty Dollars (\$50.00), a report need not be filed with the local police department.
246. 6. In case of damage due to fire, the requirements of Section E above shall be followed with the exception that verified reports need not be filed with the police.
247. 7. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00).
248. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

#### **V.C. TOOL REPLACEMENT**

249. All sheetmetal classifications shall be provided with a replacement of the following tools when such tools become unusable due to normal wear and tear:
1. Two (2) pairs of "Wiss" aviation snips, left and right hand

2. One (1) 6" cold flat chisel
3. One (1) scratch awl
4. Screwdrivers: 8" and 10" slotted head and Phillips
5. One (1) center punch
6. One (1) 12-ft. tape

250. Replacement shall not exceed more than one of each item as listed per fiscal year. Surrender of worn tool is required before replacement will be issued. The supervisor must agree that the tool is sufficiently worn before a replacement is issued.

**V.D. HEALTH AND SAFETY**

251. 1. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees.

252. 2. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the appropriate step of the grievance procedure for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.

253. 3. Video Display Equipment  
Because of the employee's duties, employees who may be expected to use video display terminal equipment four hours or more per shift shall be covered by the following:

Breaks  
Equipment

The City agrees to provide the following upon request:  
Glare screens affixed to the front of the VDT screens.  
Adjustable chairs, foot rests and tables.  
Lighting conditions appropriate for VDT operations.

254. 4. Right To Know  
Material Safety Data sheets shall be available for inspection by employees or their Union representative.

## **ARTICLE VI - SCOPE**

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

### **PAST PRACTICE**

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

### **CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

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

### **VI.A. DURATION OF AGREEMENT**

258. This Agreement shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003, with no reopeners.

### **VI.B. SAVINGS CLAUSE**

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



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Andrea R. Gourdine                      Date  
Human Resources Director

\_\_\_\_\_  
Vince Tripi                                      Date  
Local 104

\_\_\_\_\_  
Geoffrey L. Rothman                      Date  
Director, Employee Relations Division

APPROVED AS TO FORM:  
Louise Renne, CITY ATTORNEY

\_\_\_\_\_  
Linda Ross                                      Date  
Chief Labor Attorney

**APPENDIX A**  
**EMPLOYEE TRAINING REIMBURSEMENT PROGRAM**

1. WHO MAY APPLY FOR REIMBURSEMENT

260. a. Any employee or officer holding regular appointment to a full-time, permanent position within the City service and who has served a minimum of one (1) year continuous permanent service in any class immediately prior to receipt of application, may apply for tuition reimbursement in accordance with the provisions of this rule and the provisions of the Administrative Code.
261. b. Applications for reimbursement shall be prepared in duplicate on a special form provided by the Department of Human Resources. The original of such form shall be forwarded to the Department of Human Resources, and a copy shall be retained by the employee. Such application for reimbursement shall be subject to successful completion of the course and availability of funds.

2. TRAINING FOR PROMOTION OR ADVANCEMENT

262. a. An eligible employee or officer may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the charter, the employee or officer shall be reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.
263. b. No reimbursement shall be made if the employee or officer is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

264. a. An eligible employee or officer may apply to the Department of Human Resources through the appointing officer for reimbursement in a training course given by an accredited educational institution during or outside working hours for the purpose of improving performance in the present classification.

265. b. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. The Department of Human Resources shall be the judge of whether such training meets the criteria of improving performance in the employee's present job, and whether the training can be provided through available in-service activities. Subject to the budgetary and fiscal provisions of the Charter, the employee or officer shall be reimbursed for tuition, supplies, books, and other fees for such course if attendance has been approved in advance, and funds have been appropriated and are available. If attendance is during regular hours, it shall be considered a duty assignment for the purpose of payment of salary. The department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED

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

**APPENDIX B  
PAST PRACTICE ENUMERATIONS**

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

**Meal Period, Clean-up, and Breaks**

One 30 minute lunch period per eight hour shift. Lunch period between either 11:30 a.m. to 12:00 p.m. or 12:00 p.m. to 12:30 p.m.

Rest periods shall be one (1) fifteen minute break approximately mid-morning and one (1) fifteen minute break approximately two (2) hours after lunch or at approximately the sixth (6<sup>th</sup>) hour into the shift.

**Parking**

Assigned parking provided at work locations where it is currently provided as available.

The City shall supply and maintain first aid supplies.

**Health and Safety**

Safety meetings shall continue per CAL-OSHA requirements.

For the following Departments, the minimum assigned crew size for each assignment shall be:

	<u>Confined Space</u>	<u>Watch</u>	<u>Firewatch</u>	<u>Traffic Control</u>	<u>Jail</u>
DPW	2		2	2	2
Airport	3		2	NA	NA
Rec. & Park	NA		NA	NA	NA
Muni	NA		2	NA	NA
Port	2		2	NA	NA

**Use of City Vehicle**

Any Employee reporting directly to a jobsite may take a City vehicle home when assigned by their supervisor.

### **Protective Clothing and Equipment**

The City agrees to provide reimbursement for prescription safety glasses not to exceed \$50 per employee except for employees at the Port and the San Francisco International Airport. Employees at the San Francisco International Airport will be reimbursed for prescription safety glasses not to exceed \$150 per year. Employees at the Port will be reimbursed for prescription safety glasses not to exceed \$200 per year.

The City agrees to provide safety shoes every two years for employees at the San Francisco International Airport.

The City shall supply and maintain coveralls. Employees at the Recreation and Park Department will be reimbursed for coveralls not to exceed \$120 per year.

### **Training Reimbursement**

Represented employees shall be on paid status when required to attend educational programs scheduled during normal working hours. Employees assigned to attend educational programs outside of regular work hours shall be compensated at straight time.

### **Tools/Work Gear**

Each employee will continue to supply his/her own personal hand tools. The City will continue to supply any power tools required.

### **Worker's Compensation (Shadow Account)**

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.

**APPENDIX C**  
**MTA PERFORMANCE/ATTENDANCE INCENTIVE PAY**

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

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

**MTA**  
**PERFORMANCE INCENTIVE PROGRAM**

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 of lost days due to industrial injury/illness
4. Total number days of unscheduled absences.

**ADMINISTRATION GROUP:**

Percentage of vehicles that run on time according to published schedules.  
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, 2001 – June 30, 2002  
July 1, 2002 – June 30, 2003

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**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
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**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2000	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
 July 1, 2002 – June 30, 2003		80%
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
July 1, 2001 – June 30, 2002				
July 1, - September 30	%	%	%	%
October 1, December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%
 July 1, 2002 – June 30, 2003				
July 1, - September 30	%	%	%	%
October 1, - December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

**GOAL #2:**

To increase vehicle miles between road calls by mode.

**MODE GOALS  
(July 1, 2001 – June 30, 2002)**

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

**MODE GOALS  
(July 1, 2002 – June 30, 2003)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
<b>TROLLEY COACH</b>	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “
<b>RAIL</b>	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “

PCC  
**CABLE CAR**

“ “  
“ “

**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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**GOAL #4:**

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

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**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.

**OPERATIONS GROUP GOALS**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
July 1, 2001 – June 30, 2002				
July 1, - September 30	%	%	%	%
October 1, December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%
July 1, 2002 – June 30, 2003				
July 1, - September 30	%	%	%	%
October 1, - December 31	%	%	%	%
January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

**GOAL #2:**

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

**MODE GOALS  
(July 1, 2001 – June 30, 2002)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97%
Woods	97%
Kirkland	97%

  

<b>TROLLEY COACH</b>	
Potrero	97%
Presidio	97%

  

<b>RAIL</b>	
Green	97%
Cable Car	97%

**MODE GOALS  
(July 1, 2002 – June 30, 2003)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%

  

<b>TROLLEY COACH</b>	
Potrero	97.5%
Presidio	97.5%

  

<b>RAIL</b>	
Green	97.5%
Cable Car	97.5%

**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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	10%	
July 1, - September 30		7%
October 1, - December 31		8%
January 1, - March 31		9%
April 1, - June 30		10%
July 1, 2002 – June 30, 2003	7%	
July 1, - September 30		4%
October 1, - December 31		5%
January 1, - March 31		6%
April 1, - June 30		7%



**GOAL #4:**

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

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
<b>Fiscal Years</b>			
July 1, 2001 – June 30, 2002		75%	
July 1, - September 30			65%
October 1, December 31			65%
January 1, - March 31			70%
April 1, - June 30			75%
July 1, 2002 – June 30, 2003		80%	
July 1, - September 30			75%
October 1, - December 31			76%
January 1, - March 31			78%
April 1, - June 30			80%

**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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	Sheetmetal, 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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	Electrical Workers, Local 6		TWU, Local 250-A
7365	Senior Power House Operator	7410	Automotive Service Worker
	Unrepresented		Municipal Executives Association
7371	Electrician Transit Shop	7283	Track Maintenance Superintendent
7380	Elect. Transit Mech. Asst. Sup	9142	Transit Manager III*
7390	Welder	9143	Senior Operations Manager*
7408	Assistant Power House Operator	9184	Deputy General Manager*
7430	Assistant Electrical Maint. Technician	9185	Chief Operating Officer*
7432	Electrical Line Helper	9189	Director of Planning*
7510	Lighting Fixture Maintenance Worker		
	Glaziers, Local 718		
7326	Glazier	*	Amount of Incentive, if any, determined by the General Manager.

	Maintenance Goal # 4 - ONLY
	Workers Compensation Section
	IFPTE, Local 21
1244	Senior Personnel Analyst
1824	Principal Administrative Analyst

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

<b>Class Code</b>	<b>Classification Title</b>
	TWU, Local 200
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
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
	Municipal Executives Association
9142	Transit Manager III*
9143	Senior Operations Manager*
9146	Manager, Accessible Services*
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*
*	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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	TWU, Local 200	1655	Systems Accountant
1773	Media Training Specialist	1657	Senior Systems Accountant
	IFPTE, Local 21	1658	Chief Accountant
1002	IS Operator, Journey	1804	Statistician
1004	IS Operator, Analyst	1806	Senior Statistician
1011	IS Technician, Assistant	1823	Senior Administrative Analyst
1013	IS Technician, Senior	1824	Principal Administrative Analyst
1022	IS Administrator II	1827	Administrative Services Manager
1023	IS Administrator III	1944	Materials Coordinator
1024	IS Administrator, Supervisor	1950	Assistant Purchaser
1042	IS Engineer, Journey	2591	Health Program Coordinator I
1043	IS Engineer, Senior	2822	Health Educator
1044	IS Engineer, Principal	2992	Contract Compliance Officer I
1051	IS Business Analyst, Assistant	5174	Administrative Engineer
1053	IS Business Analyst, Senior	5201	Junior Engineer
1054	IS Business Analyst, Principal	5204	Assistant Civil Engineer
1061	IS Program Analyst, Assistant	5205	Associate Materials Engineer
1062	IS Programmer Analyst	5206	Associate Civil Engineer
1064	IS Programmer Analyst, Senior	5208	Civil Engineer
1070	IS Project Director	5210	Senior Civil Engineer
1203	Personnel Technician	5212	Principal Civil Engineer
1231	Assistant Manager, EEO	5236	Assistant Electrical Engineer
1233	EEO Program Specialist	5238	Associate Electrical Engineer
1241	Personnel Analyst	5240	Senior Electrical Engineer
1244	Senior, Personnel Analyst	5242	Principal Electrical Engineer
1246	Principal Personnel Analyst	5252	Assistant Mechanical Engineer
1312	Public Information Officer	5254	Associate Mechanical Engineer
1314	Public Relations Officer	5256	Mechanical Engineer
1365	Special Assistant VI	5258	Principal Mechanical Engineer
1367	Special Assistant VIII	5354	Electrical Engineer Associate I
1368	Special Assistant IX	5360	Civil Engineering Assistant I
1369	Specialist Assistant X	5362	Civil Engineering Assistant II
1370	Special Assistant XI	5364	Civil Engineering Associate I
1452	Executive Secretary II	5366	Civil Engineering Associate II
1454	Executive Secretary III	5380	Student Engineer Trainee
1650	Accountant	6137	Assistant Industrial Hygenist
1652	Senior Accountant	6138	Industrial Hygenist
1654	Principal Accountant	6318	Construction Inspector

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	Municipal Executives Association		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		
7130	General Superintendent		
8221	Chief, Protective Services		
9146	Manager, Accessible Services		
9184	Deputy General Manager*		
9185	Chief Operating Officer*		
9189	Director of Planning*	*	Amount of Incentive, if any, determined by the General Manager.



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

March 16, 2001

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.

<b>FULL-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
240 hours or more sick leave balance	40 hours	3 days
<b>PART-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
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, 2001 – June 30, 2002

July 1, 2002 – June 30, 2003

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	Sheetmetal, Local 104	7514	General Laborer
6235	Heating and Ventilating Inspector	7540	Track Maintenance Worker
7376	Sheet Metal Worker		Operating Engineers, Local 3
	Automotive Machinist, Local 1414	7110	Mobile Equipment Assistant Sup.
7126	Mechanical Shop and Equipment Sup.	7328	Operating Engineer
7225	Transit Paint Shop Sup.		Stationary Engineers, Local 39
7228	Auto Transit Shop Sup.	7120	Building and Grounds Maint. Sup.
7241	Senior Maintenance Controller	7205	Chief Stationary Engineer
7249	Automotive Mechanic Sup.	7223	Cable Machinery Sup.
7254	Automotive Machinist Sup.	7262	Maintenance Planner
7258	Maintenance Machinist Sup.	7286	Wire Rope Cable Maintenance Sup.
7264	Auto Body Fender Sup.	7333	Apprentice Stationary Engineer
7305	Blacksmith	7334	Stationary Engineer
7306	Auto Body Fender Worker	7335	Senior Stationary Engineer
7309	Car and Auto Painter	7472	Wire Rope Cable Maint. Mechanic
7313	Automotive Machinist	7473	Wire Rope Cable Maint. Mech. Trn.
7322	Auto Body Fender Worker Asst. Sup.		Painters, Local 4
7332	Maintenance Machinist	7242	Painter Sup.
7340	Maintenance Controller	7346	Painter
7381	Auto Mechanic		Electrical Workers, Local 6
7382	Auto Mechanic Assistant Sup.	6252	Line Inspector
7387	Upholsterer	7214	Electrical Transit Equipment Sup.
7434	Maintenance Machinist Helper	7216	Electrical Transit Shop Sup.
	TWU, Local 200	7235	Transit Power Line Sup.
7412	Automotive Service Worker Asst. Sup	7238	Electrician Sup.
9139	Transit Sup.	7244	Power Plant Sup.
9140	Transit Manager I	7253	Electrical Transit Mechanic Sup.
9141	Transit Manager II	7255	Power House Electrical Sup.
9150	Train Control Operator	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
7458	Switch Repairer	7371	Electrician Transit Shop

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

<b>Class Code</b>	<b>Classification Title</b>
	Electrical Workers, Local 6
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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	TWU, Local 200	1657	Senior Systems Accountant
1773	Media Training Specialist	1658	Chief Accountant
9173	System Safety Inspector	1804	Statistician
	IFPTE, Local 21	1806	Senior Statistician
1002	IS Operator, Journey	1823	Senior Administrative Analyst
1004	IS Operator, Analyst	1824	Principal Administrative Analyst
1011	IS Technician, Assistant	1827	Administrative Services Manager
1013	IS Technician, Senior	1944	Materials Coordinator
1022	IS Administrator II	1950	Assistant Purchaser
1023	IS Administrator III	2591	Health Program Coordinator I
1024	IS Administrator, Supervisor	2822	Health Educator
1042	IS Engineer, Journey	2992	Contract Compliance Officer I
1043	IS Engineer, Senior	5174	Administrative Engineer
1044	IS Engineer, Principal	5201	Junior Engineer
1051	IS Business Analyst, Assistant	5204	Assistant Civil Engineer
1053	IS Business Analyst, Senior	5205	Associate Materials Engineer
1054	IS Business Analyst, Principal	5206	Associate Civil Engineer
1061	IS Program Analyst, Assistant	5208	Civil Engineer
1062	IS Programmer Analyst	5210	Senior Civil Engineer
1064	IS Programmer Analyst, Senior	5212	Principal Civil Engineer
1070	IS Project Director	5236	Assistant Electrical Engineer
1203	Personnel Technician	5238	Associate Electrical Engineer
1231	Assistant Manager, EEO	5240	Senior Electrical Engineer
1233	EEO Program Specialist	5242	Principal Electrical Engineer
1241	Personnel Analyst	5252	Assistant Mechanical Engineer
1244	Senior, Personnel Analyst	5254	Associate Mechanical Engineer
1246	Principal Personnel Analyst	5256	Mechanical Engineer
1312	Public Information Officer	5258	Principal Mechanical Engineer
1314	Public Relations Officer	5288	Transit Planner II
1365	Special Assistant VI	5289	Transit Planner III
1367	Special Assistant VIII	5290	Transit Planner IV
1368	Special Assistant IX	5354	Electrical Engineer Associate I
1369	Specialist Assistant X	5360	Civil Engineering Assistant I
1370	Special Assistant XI	5362	Civil Engineering Assistant II
1452	Executive Secretary II	5364	Civil Engineering Associate I
1454	Executive Secretary III	5366	Civil Engineering Associate II
1650	Accountant	5380	Student Engineer Trainee
1652	Senior Accountant	6130	Safety Analyst
1654	Principal Accountant	6137	Assistant Industrial Hygenist
1655	Systems Accountant	6138	Industrial Hygenist

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

<b>Class Code</b>	<b>Classification Title</b>
	IFPTE, Local 21
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
	Municipal Executives Association
1071	IS Manager
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
7130	General Superintendent
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

**Attachment A**

Schedules of Compensation  
July 1, 2001 - June 30, 2003

**Sheet Metal Workers, Local 104**

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	6235 HEATING AND VENTILATING INSPECTOR	✓	06720	\$2,424	\$2,545	\$2,672	\$2,806	\$2,946
	7247 SHEET METAL WORKER SUPERVISOR II	✓	06980	\$2,752	\$2,890	\$3,035	\$3,187	\$3,346
	7376 SHEET METAL WORKER	✓	06580	\$2,264	\$2,377	\$2,496	\$2,621	\$2,752
	9345 SHEET METAL SUPERVISOR I	✓	06780	\$2,496	\$2,621	\$2,752	\$2,890	\$3,035
1/5/02	6235 HEATING AND VENTILATING INSPECTOR	✓	06760	\$2,472	\$2,596	\$2,726	\$2,862	\$3,005
	7247 SHEET METAL WORKER SUPERVISOR II	✓	07020	\$2,806	\$2,946	\$3,093	\$3,248	\$3,410
	7376 SHEET METAL WORKER	✓	06620	\$2,309	\$2,424	\$2,545	\$2,672	\$2,806
	9345 SHEET METAL SUPERVISOR I	✓	06820	\$2,545	\$2,672	\$2,806	\$2,946	\$3,093
7/1/02	6235 HEATING AND VENTILATING INSPECTOR	✓	06810	\$2,533	\$2,660	\$2,793	\$2,933	\$3,080
	7247 SHEET METAL WORKER SUPERVISOR II	✓	07070	\$2,874	\$3,018	\$3,169	\$3,327	\$3,493
	7376 SHEET METAL WORKER	✓	06670	\$2,365	\$2,483	\$2,607	\$2,737	\$2,874
	9345 SHEET METAL SUPERVISOR I	✓	06870	\$2,607	\$2,737	\$2,874	\$3,018	\$3,169
1/4/03	6235 HEATING AND VENTILATING INSPECTOR	✓	06860	\$2,596	\$2,726	\$2,862	\$3,005	\$3,155
	7247 SHEET METAL WORKER SUPERVISOR II	✓	07120	\$2,946	\$3,093	\$3,248	\$3,410	\$3,581
	7376 SHEET METAL WORKER	✓	06720	\$2,424	\$2,545	\$2,672	\$2,806	\$2,946
	9345 SHEET METAL SUPERVISOR I	✓	06920	\$2,672	\$2,806	\$2,946	\$3,093	\$3,248

2001-2003 Memorandum of Understanding  
City and County of San Francisco and  
Sheet Metal Workers, Local 104

5/15/01