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IDnum 76 **Language** English **Country** United States **State** CA

Union Cement Masons (Operative Plasterers' and Cement Masons' International Union) AFL-CIO

Local Local 580

Occupations Represented
Cement masons, concrete finishers, segmental pavers, and terrazzo workers

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

CEMENT MASONS, LOCAL 580

JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Cement Masons, Local Union No. 580 (hereinafter "Union").

I.A. RECOGNITION

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

7311 Cement Mason, Unit 1-GG

I.B. INTENT

3. It is the intent of the parties hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers and authority to act as defined by the Charter, State law, California Constitution and other applicable bodies of law. The Board does not intend not attempt to bind any board, commission or officer to any provision of this agreement over which the Board has no jurisdiction.

I.C. OBJECTIVE OF THE CITY

4. 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.
5. The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.
6. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

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. During the period of this Agreement, Union agrees that its members will not engage in any strike or stoppage of work and the Employer agrees to not engage in any lockout of any employees covered by this agreement.

I.F. STEWARDS AND OFFICIAL REPRESENTATIVES

1. STEWARDS

- 9. The Union may select stewards and/or alternate steward in each department or bureau in which employees covered by this Agreement are working. A steward shall only deal with grievances within or related to the steward's department or bureau.
- 10. The Union shall furnish the City with an accurate list of shop stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by the Union, none will be recognized.
- 11. The Union and the City recognize that it is the responsibility of the shop steward to assist in the resolution of grievances or disputes at the lowest possible level.
- 12. Shop stewards shall not interfere with the work of any employee.
- 13. Stewards shall receive timely notice of departmental orientation sessions, and shall be permitted to make appearances at departmental orientation sessions, in order to distribute union materials and to discuss employee rights and obligations under this Agreement. The Union and a department or bureau may agree to other arrangements for contact between stewards and new employees.

2. OFFICIAL REPRESENTATIVES

14. Employee representatives shall be allowed to distribute Association material and contact members on City property, provided the contact will be made during the employees' rest periods or before or after their work.
15. Official employee representatives of the Association shall be allowed time off from their duties without loss of pay for the purpose of meeting and conferring in good faith or consulting with representatives of the City and County on matters within the scope of representation, provided that the number of representatives shall not exceed two without the approval of the Employee Relations Director. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City and County services. Official representatives shall receive approval from their department head in advance of the proposed time away from their workstation or assignment.

I.G. GRIEVANCE PROCEDURE

16. 1. This grievance procedure applies to conditions of employment as set forth in this agreement.
17. a. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in this agreement.
18. b. **EXCLUSION OF CIVIL SERVICE MATTERS**
The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.
2. **GRIEVANCE PROCEDURE STEPS**
19. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.
- STEP 1:
20. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.

21. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.
22. c. The Letter of Grievance - Step One, shall contain:
- (1) The date of the informal discussion,
 - (2) The date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
 - (3) The specific section(s)/subsection(s) of this agreement,
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.
23. d. The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.
24. e. The Answer to Letter of Grievance - Step One, shall contain:
- (1) The date of receipt of the Letter of Grievance - Step One,
 - (2) The date of the submission of the Answer to Letter of Grievance -Step One, to the grievant,
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The resolution of the grievance.
25. STEP 2:
a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an immediate supervisor, designated by the appointing authority, and the Employee Relations Director.
26. b. The Letter of Grievance - Step Two, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance Step One,

- (2) Date of submission of the Letter of Grievance - Step Two, to the immediate supervisor,
 - (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.
27. c. The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.
28. d. The Answer to Letter of Grievance - Step Two shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Two,
 - (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The resolution of the grievance.
- STEP 3:
29. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.
30. b. The Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,
 - (2) Date of submission of the Letter of Grievance - Step Three, to the appointing authority,
 - (3) The specific section(s)/subsection(s) of this agreement,
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.

31. c. The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant and the Employee Relations Director.
32. d. The Answer to Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Three,
 - (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The resolution of the grievance.
33. e. Unless waived by written mutual agreement of the grievant and the appointing authority, a hearing is required at this step.
34. f. The seven (7) working day time limited noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.
- STEP 4:
35. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.
36. b. Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.
37. c. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes.

The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.

38. d. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.
39. e. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
40. f. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
41. g. The decision of the hearing officer shall be final and binding upon the parties.
42. h. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in this agreement. Further, the hearing officer shall have no power to amend, or recommend an amendment of this agreement.
43. i. Each party shall bear its own expenses in connection with the hearing including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. All fees and expenses of the hearing officer and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case the employees of the City, they shall be

compensated at their usual rate of pay for any time spent traveling to or from, and attending the hearing.

3. THE EFFECT OF FAILURE OF TIMELY ACTION

44. Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

4. TIMELINESS OF GRIEVANCE

45. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

5. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

46. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

47. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of this agreement. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

I.H. AGENCY SHOP

1. APPLICATION

48. Agency shop fee provisions shall apply to all employees of the City in all classifications represented by the Union in bargaining unit 1-GG when on paid status. These employees, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. All service fees collected will be used by the Union only for the purpose of collective bargaining and representing the employees in the unit. The City may request verification of such use.

2. SERVICE FEE

49. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal.

Exceptions - Service Fees

50. a. Management, Confidential and Supervisory Designations
The agency shop provisions contained herein shall not apply to individual employees of the City in representation unit 1-GG who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance.
51. b. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten working days notice of any such proposed designation. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

3. RELIGIOUS EXEMPTIONS

52. Any employee of the City in a classification described above, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such

objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

4. PAYROLL DEDUCTION

53. The Union agrees to provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
54. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union.
55. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof. The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, department and amount deducted.

5. FAILURE TO PAY AGENCY SHOP FEES

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

6. REVOCATION OF AGENCY SHOP

57. The Agency Shop provision covering any bargaining unit or subunit covered by the Supplemental Memorandum of Understanding may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

7. EMPLOYEE LISTS

58. A list of all employees in represented classes shall be provided to the Union regularly at a cost not to exceed actual, to be determined by the Controller.
59. 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.

8. FINANCIAL REPORTING

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

9. INDEMNIFICATION

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

10. HUDSON COMPLIANCE

62. 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.

I.I. APPRENTICESHIP PROGRAM

63. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:
64. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill a journey-level vacancy with either a journey-level worker or an apprentice; and
65. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level class.
66. The following journey-level classes ("Apprenticeable Classes") shall be eligible for an apprenticeship program:

7311 Cement Mason

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. PERSONNEL FILES

67. Upon request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
68. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.
69. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from by the file by the employee and copies of the contents shall be provided upon request.
70. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
71. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within ten (10) working days of receipt. All materials in the file must be signed and dated by the author.
72. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the field.

II.B. SUBCONTRACTING

1. "PROP J." CONTRACTS

73. 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.
74. 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.

75. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
- (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
 - (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 - (5) questions relating to the effect on individual worker productivity by providing labor saving devices.
76. 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

77. 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.
78. 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.
79. 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

80. Base wages shall be increased as follows:

Effective July 1, 2001 3.0%	Effective January 5, 2002 2.0%
Effective July 1, 2002 2.5%	Effective January 4, 2003 2.5%

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

82. Wage rates are set forth in Attachment A.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. REGULAR WORK SCHEDULES

84. Unless otherwise provided in this Agreement, a regular work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A regular workweek is a tour of duty of five (5) consecutive workdays within a seven (7) day period.

2. FLEXIBLE WORK SCHEDULES

85. All classifications of employees having a normal workday may, with the appointing authority's permission, voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:

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

87. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined.

3. ALTERNATE WORK SCHEDULES

88. Subject to meet and confer, the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include a full-time workweek of less than five (5) days. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a “REGULAR WORK SCHEDULES” as defined.
89. Employees shall receive no compensation when properly notified at least two (2) hours prior to the start of the shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified, report to work, and are then informed no work applicable to the classification is available shall be paid for a minimum of two hours.
90. Employees who begin their shifts and are subsequently relieved of duty due to the above-listed reasons shall be paid a minimum of four hours, computed to the nearest one-quarter hour.

4. PART-TIME SCHEDULES

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

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. REGULAR WORK SCHEDULES

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

2. PART-TIME WORK SCHEDULES

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

III.E. ADDITIONAL COMPENSATION

94. Each premium shall be separately calculated against an employee’s base rate of pay. Premiums shall not be pyramided.

1. CALL BACK

95. 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.

2. STANDBY PAY

96. Represented employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service; except that such 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 their 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 at the usual rate of pay provided for such service.

3. LEAD CEMENT MASON

97. Employees in the class of 7311 Cement Mason who are designated by their supervisor or foreman as a lead worker 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 required to take the lead on any job when at least two other cement masons are assigned to the same job. Effective July 1, 2002 the rate shall be \$10.00 per day.
98. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.
99. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

4. EPOXY PREMIUM

100. An epoxy premium of \$.50 cents per four will be authorized for those hours actually spent in the application of epoxy.

5. ACTING ASSIGNMENT PAY

101. Adjustment of compensation shall be 5% above base salary if all the following conditions are met:
- 1) The assignment shall be in writing;
 - 2) Assigned position must be budgeted;

- 3) The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive workdays, after which acting assignment pay shall be retroactive to the first day of the assignment.

102. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.

6. SUPERVISORY DIFFERENTIAL ADJUSTMENT

103. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose grade of compensation is set herein subject to the following conditions:

104. 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.

105. 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.

106. 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.

107. d. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.

108. e. The adjustment of the compensation grade of the supervisor shall be to the nearest compensation grade representing, but not exceeding, one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised.

109. If the application of this Section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under paragraph "F" are also met.

110. f. The decision of the Department of Human Resources as to whether the compensation grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.
111. 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.
112. 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.
113. 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%)
114. 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.
115. j. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

7. NIGHT DUTY

116. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate of 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 (12:00a.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.).

117. 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.

III.F. OVERTIME COMPENSATION

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

1. Non-Z Designated Classifications

119. Employees classified Non-Z are compensated for overtime subject to the following:
120. a. For employees working a regular eight-hour per day schedule, overtime at one-and-one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of eight (8) hours in a day or for hours worked in excess of forty (40) hours in a week;
121. b. For employees working a flex-time schedule as described above, overtime at time-and-one-half (1½) the base hourly rate (including a night differential where applicable) for actual hours worked in excess of forty (40) hours in a week;
122. c. For employees working alternative schedules as described above, overtime at time-and-one-half (1½) the base hourly rate (including a night differential where applicable) for hours worked in excess of the normal workday as set forth in an alternative work schedule or for actual hours worked in excess of forty (40) hours in a week.
123. Overtime for employees working a 9/80 schedule is based on the FLSA work week designated in such a schedule.
124. The use of any sick leave shall be excluded from determining hours in excess of forty (40) hours in a week for determining eligibility for overtime payment.
125. 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 (1½). 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 (1½).

126. The Department of Human Resources shall determine whether work in excess of eight(8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
127. 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 of this agreement.
128. 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.

RECORDATION OF OVERTIME

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

III.G. HOLIDAYS AND HOLIDAY PAY

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

January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr's Birthday)
the third Monday in February (President's Day)
the last Monday in May (Memorial Day)
July 4 (Independence Day)
the first Monday in September (Labor Day)
the second Monday in October (Columbus Day)

November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

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

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

1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

135. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

2. HOLIDAYS THAT FALL ON A SATURDAY

136. 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.

3. HOLIDAY COMPENSATION FOR TIME WORKED

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

138. 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.

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

139. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
140. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

5. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

144. b. 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.
145. c. The proportionate ant of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

8. FLOATING HOLIDAY AND PAID FURLOUGHT DAYS

146. Three (3) floating holidays in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer or 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 holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the Appointing Authority. No compensation of any kind shall be earned or granted for floating holidays not taken off.
147. Represented employees shall continue to receive two (2) paid furlough days for each fiscal year of this Agreement.

III.H. TIME OFF FOR VOTING

148. 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

149. 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

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

- a) The employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.
- b) For purpose of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

2. NON-PROMOTIVE APPOINTMENT

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

3. APPOINTMENT ABOVE ENTRANCE RATE

- 152. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an appointing officer at any step in the compensation grade under any of the following conditions:
- 153. 1. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the appointee's former classification.
- 154. 2. Loss of compensation would result if appointee accepts position at the normal step.
- 155. 3. A severe, easily demonstrated and documented recruiting and retention problem exists.
- 156. 4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointments above the entrance rate.

4. REAPPOINTMENT WITHIN SIX MONTHS

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

5. COMPENSATION ADJUSTMENTS

- 158. a. Prior Fiscal Year

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

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

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

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

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

6. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

163. a. **Transfer**

JULY 1, 2001 – JUNE 30 2003 MOU BETWEEN CEMENT MASONS, LOCAL 580
AND CITY AND COUNTY OF SAN FRANCISCO

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.

164. b. **Reemployment in Same Class Following Layoff**
An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
165. c. **Reemployment in an Immediate 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 immediate 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 immediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
166. 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 this agreement.

III.J. METHODS OF CALCULATION

167. 1. **BI-WEEKLY** - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
168. 2. **PER DIEM OR HOURLY** - An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

169. 3. CONVERSION TO BI-WEEKLY RATES - Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.K. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

170. a. Full-time employees entering at the first step may advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
171. b. Unless negotiated otherwise, apprentices in the service of the City and County of San Francisco shall be paid a percentage of the City and County's established maximum rates of pay for the respective journey level classes in accordance with the apprenticeship percentage rate schedules, including lengths of time at each percentage step, as established by a recognized joint apprenticeship committee for each respective journey level classification; provided that such apprentices shall enter the service at that percentage of the journey level classification maximum which is commensurate with their prior apprenticeship training, and shall advance to the next higher percentage of maximum rate in accordance with said apprenticeship percentage rate schedule and the relevant rules and regulations pertaining to apprenticeship training and instruction; provided further that in no event shall a journey level employee be paid less than or the same as an apprentice employee in the same occupation.
172. c. Notwithstanding any other provisions of joint apprenticeship committee or practices or procedures in private industry regarding the attainment of journey level status by an apprentice, City and County apprentices who have completed their apprenticeship program must pass a regular Civil Service examination in the respective journey level class to be eligible for permanent regular Civil Service appointment.

2. ENTRY AT OTHER THAN THE FIRST STEP

173. 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.

3. DATE INCREMENT DUE

174. Full time employees shall advance to the second step upon completion of six (6) months of continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled

employees shall advance to the second step upon completion of 1,040 continuous hours of service, and to each successive step upon completion of 2,080 continuous hours of service.

4. EXCEPTIONS

175. 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.
176. b. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply:
177. (1) An employee shall be compensated under such appointment at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this agreement. Employees shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
178. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
179. (3) Advancement through the increment steps of the compensation grade shall accrue and become due and payable on the next day following completion of required service; provided that the above procedure for advancement to the compensation grade increment steps is modified as follows:
180. 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 the calendar year.

181. 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.
182. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

III.L. SICK LEAVE WITH PAY LIMITATION

183. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.
184. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular salary the employee would have received for the normal work schedule excluding overtime.

III.M. WORKERS COMPENSATION

185. An employee who is absent because of an occupational or non-occupational disability ("disability leave") and who is receiving Workers' Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance ("disability indemnity pay"), may request that the amount of disability indemnity payment be supplemental with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.

186. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
187. Employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
188. Sick leave with pay, vacation compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
189. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.N. STATE DISABILITY INSURANCE ENABLER

190. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.O. HEALTH AND WELFARE

191. **EMPLOYEE HEALTH CARE** - The City shall continue to contribute the amount applicable per month directly into the City Health System for each employee who is a member of the Health Services System. The level of benefits will be determined by the Health Services System.
192. **DEPENDENT HEALTH CARE PICK-UP**
Dependent Care Health Benefits
Amount of Employee Contribution to be Paid by the City
The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the employee plus two or more dependents category.
193. **DENTAL COVERAGE** - Each employee covered by this agreement shall be eligible to participate in the City's dental program.
194. 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.

195. CONTRIBUTIONS WHILE ON UNPAID LEAVE - 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.
196. SINGLE EMPLOYEES - 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.

PILOT WELLNESS INCENTIVE PROGRAM

197. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
198. 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.
199. 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.
200. 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 year of service = 50%.
50% x 500 hours = 250 hours.
250 hours x \$25.00 (base salary at time of separation) = \$6,250.00.
201. 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.
202. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
203. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.

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

III.P. RETIREMENT PICK-UP

205. The City shall pick up the full amount of the employee's contribution to retirement.
206. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement Systems (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
207. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

RETIREMENT SEMINAR RELEASE TIME

208. 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.
209. 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 of other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Released time shall not be unreasonably withheld.
210. All such seminars must be located within the Bay Area.
211. This section shall not be subject to the grievance procedure.

III.Q. FEDERAL MINIMUM WAGE

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

III.R. FAIR LABOR STANDARDS ACT

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

III.S. VOLUNTEER/PARENTAL RELEASE TIME

214. 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 schedules 1 to 12).

215. 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 schedules 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.

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

216. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

IV.B. PROTECTIVE OVERALLS

217. The City agrees to provide annually four (4) pairs of protective overalls for each employee in classification 7311 Cement Mason: two pair to be provided January 31 and two pair to be provided July 31, in each year covered by this Agreement. The cost of overalls and laundry of the same shall be paid by the City. In the event a pair of overalls is lost or otherwise becomes unavailable due to the employee's fault, the employee agrees to pay for the replacement of same.
218. The City further agrees to provide additional protective clothing, as deemed appropriate by the appointing officer, when any employee in Class 7311 Cement Mason may come in contact with raw sewage, epoxy or other chemicals or substances commonly used in this trade.

IV.C. FOUL WEATHER GEAR

219. Classification 7311 Cement Mason shall be provided adequate foul weather gear consisting of hat, coat, pants and boots when required to perform their normal work duties in the rain

IV.D. TOOL INSURANCE

220. 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:
221. 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.
222. 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.
223. 3. 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.
224. 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.

225. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
226. 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.
227. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
228. 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.
229. 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.
230. 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).
231. 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.

IV.E. TOOLS

232. At the time of hire, Cement Masons will be required to furnish the following tools:
- (3) Three trowels (varying in size to fit work)
 - (1) One pointer (trowel)
 - (1) One set of coving tools (1 nose & 1 cove)

- (1) One wood hand float
- (1) One rubber float
- (1) One hammer
- (1) One sledge hammer
- (1) One hand saw
- (3) Three hand edgers (1/4", 1/2", 3/4" radius to match coving tools)
- (1) One set of knee pads
- (1) One hand brush (paint brush)
- (2) Two levels (1 pocket & 1-24" or longer)
- (1) One pair pliers w/ side cutters
- (1) One measuring tape
- (1) One roll nylon cord (300')

ARTICLE V - SCOPE

233. The parties recognize that recodifications may render 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 any newly codified form as of July 1, 2001.

V.A. ZIPPER CLAUSE

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

PAST PRACTICE

235. 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

236. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. Such Civil Service Rules and Administrative Code provisions shall be appended by reference to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. 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. After such Civil Service rules and Administrative Code sections are appended by reference to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.
237. The City and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

V.B. DURATION OF AGREEMENT

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

V.C. SAVINGS CLAUSE

239. 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
Human Resources Director

Sidney Martin
President

Geoffrey L. Rothman
Director, Employee Relations Division

George R. Brown
Business Agent

Approved as to Form:
CITY ATTORNEY

Linda Ross
Chief Labor Attorney

Attachment A

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

Cement Masons, Local 580

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	7311 CEMENT MASON	✓	06010	\$1,714	\$1,800	\$1,890	\$1,985	\$2,084
1/5/02	7311 CEMENT MASON	✓	06050	\$1,748	\$1,835	\$1,927	\$2,023	\$2,124
7/1/02	7311 CEMENT MASON	✓	06100	\$1,791	\$1,881	\$1,975	\$2,074	\$2,178
1/4/03	7311 CEMENT MASON	✓	06150	\$1,835	\$1,927	\$2,023	\$2,124	\$2,230

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Cement Masons, Local 580

5/15/01