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IDnum 77 **Language** English **Country** United States **State** CA

Union Painters (IUPAT-International Union of Painters and Allied Trades) AFL-CIO

Local Glaziers, Architectural Metal, and Glass Workers Local 718

Occupations Represented
Glaziers

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
GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS
Local Union No. 718

JULY 1, 2001 - JUNE 30, 2003

FINAL 03/30/01

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Article I – REPRESENTATION

1. This Memorandum of Understanding (hereinafter "MOU" 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 Glaziers, Architectural Metal and Glass Workers Union, Local 718 (hereinafter "Union").

I.A. RECOGNITION

2. The Union is recognized as the employee representative for bargaining unit 1-H. That unit consists of the following classes:

7326 Glazier - Unit 1-H

7233 Glazier Supervisor I - Unit 1-H

I.B. INTENT

3. This MOU shall not be binding or effective until it has been formally approved and adopted by the City in accordance with provisions and procedures of the Charter applicable thereto. Moreover, it is the intent of the Mayor, acting on behalf of the City, to make a binding agreement only on those matters within the scope of representation to which the parties have expressly agreed and as are within the Mayor's jurisdiction, powers and authorities. The Mayor does not intend or attempt to bind any board, commission or officer to any provision of this agreement over which the Mayor does not have authority or 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 MOU within their respective roles and responsibilities.
5. The Union recognizes the City's right to establish and/or revise performance levels, 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.
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. The Union will be notified of all disciplinary measures, including but not limited to reprimands, oral or written, and suspensions not in excess of 30 days, noncumulative, shall not be subject to grievance or arbitration. The sole and exclusive appeal procedure for such disciplinary measures of 30 days or less shall be to the appointing officer.

I.D. MANAGEMENT RIGHTS

7. Except to the extent there is contained in this MOU express and specific provisions to the contrary, all of the authority, power, rights and jurisdiction of the City are retained by and reserved exclusively to the City, including but not limited to, the right to manage and direct all employees, to hire, fire, promote, transfer, assign and reassign all employees, to lay off, discipline, suspend or discharge all employees, to lay off employees from duties due to lack of work or funds, to maintain and to improve the efficiency of its operations, and to determine the methods, manner, means, processes and personnel to which its operations shall be conducted, including subcontracting if it deems it necessary. In consideration of the terms and conditions set forth in this MOU, the Union hereby expressly waives all rights to meet and confer over or about any of the above matters during the term of this MOU.

I.E. NO WORK STOPPAGES

8. It is mutually understood and agreed that during the term of this MOU that neither the Union nor any person covered hereunder shall engage in a strike, slow down 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's Charter to refrain from strikes, slow downs, or work stoppages against the City and County of San Francisco.

I.F. UNION SECURITY

9. Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union

and covered by this MOU; provided that the election requirement shall be waived upon a showing that two thirds (2/3) of such employees are dues paying members of the recognized employee organization.

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

I.G. AGENCY SHOP

11. Once agency shop has been established pursuant to the implementation procedures outlined above, the following shall prevail.

12. 1. Application

Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 1-H when on paid status. These provisions shall not apply to individual employees of the City in representation Unit 1H who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance.

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

14. 2. Service Fee

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

15. 3. Religious Exemptions

Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has

historically held conscientious objections to joining or financially supporting a public employee organization 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.

16. 4. Payroll Deductions

The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.

17. 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.

18. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.220, provided, however, than an employee may elect to make said service fee payments personally to the Union. Failure of an employee to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

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

20. 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.

21. 5. Revocation of the Agency Shop Fee

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

22. 6. Financial Reporting

The Union shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959.

23. 7. Indemnification

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

24. 8. Hudson Compliance

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

I.H. GRIEVANCE PROCEDURE

25. Any disputes arising between the Union and the City involving the interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with the procedures set out herein.
26. Disciplinary suspension and/or discharge grievances of permanent non-probationary 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.
27. Contract grievances not involving suspension or 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.

Procedural Steps

28. **Step 1:** 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.
29. **Step 2:** All grievances involving disciplinary suspension or discharge, and any grievance 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.
30. **Step 3:** Disciplinary suspension or discharge. Grievances not satisfactorily resolved at Step 2 shall be moved to 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.

31. **Step 4:** All Disciplinary suspension and/or discharge grievances not satisfactorily resolved at Step 3, and all contract dispute grievance 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.

32. **Step 5:** There is hereby created a local joint adjustment Board which shall be composed of a two (2) representatives of management and two (2) representatives of the Union, who shall hear and resolve all non-disciplinary suspension/discharge and contract disputes submitted to it by either party. Any matter unresolved by the local joint adjustment board within (30) days of submission may be appealed to arbitration pursuant to provisions of this agreement.

Selection of arbitrator

33. 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.

34. 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.

35. 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.

36. 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.

37. **Time Limit** - Time limits contained herein are procedural in nature and may be mutually waived by the parties.

I.I. APPRENTICESHIP PROGRAM

38. 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:

39. 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

40. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step of flat rate, whichever is applicable, of the journey-level class.

41. The following journey-level classes ("Apprenticeship Classes") shall be eligible for an apprenticeship program.

7326 Glazier

Article II - EMPLOYMENT CONDITIONS

II.A. SUBSISTENCE PAY

42. 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.

II.B. MILEAGE

43. Mileage shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.34.

III.A. WAGES

44. Base wages shall be increased as follows:

Effective July 1, 2001
2002

3.0%

2.0%

Effective July 1, 2002

2.5%

Effective January 4, 2003

2.5%

Effective January 5,

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

46. Wage rates are set forth in Attachment A.

47. In addition, effective July 1, 2001, a one-time wage adjustment of 5.5% will be made to class:

7233 Glazier Supervisor I

III.B. MAINTeNANCE AND CHARGES

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

III.C. WORK SCHEDULES

49. 1. REGULAR WORK SCHEDULES

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

50. 2. FLEXIBLE WORK SCHEDULES

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:

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

52. 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.

53. 3. ALTERNATE WORK SCHEDULES

Subject to meet and confer, the City and Union may enter into cost equivalent alternate work schedules for some or all represented

employees. Such alternate work schedules may include a full-time workweek of less than five (5) days. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined.

Exceptions:

- 54. a. The 20-20 Educational Program.
- 55. b. Specially funded training programs approved by the Department of Human Resources.
- 56. c. Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

57. d. 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.

- 58. e. Employees shall receive no compensation when properly notified (2hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
- 59. 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.

60. f. Voluntary Reduced Work Week

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

- 61. 4. PART-TIME WORK SCHEDULES - A part-time work schedule is a tour of duty of less than forty hours per week.

III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

62. 1. Regular Work Schedules - 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.
63. 2. Part-Time Work Schedules - Salaries for part-time services shall be calculated upon the compensation for regular work schedules proportionate to the hours actually worked.

III.E. ADDITIONAL COMPENSATION

64. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.
65. 1. STANDBY PAY - Employees who, as a part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service, except that employees in classes covered herein shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device. When such employees are called on 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.
66. 2. HIGH PAY - For employees covered herein, who are required to work from a Bos'n Chair, swing stage, "High Ranger", or any other hydraulic equipment on a building or structure, shall be compensated at the rate of \$1.00 per hour above the base rate of pay for the hours actually spent on the Bos's Chair, swing stage, High Ranger or hydraulic equipment, as determined by the appointing officer.
67. Working is described as handling, cutting, processing, preparing, setting or removing any glass or glass substitute whether temporary or permanent, on or for any building in the course of repair, remodel, alternations or construction.
68. The application or removal of all sealants are included for the purpose of this article along with all glass related metal products and window frames.
69. High Pay is described as work performed two floors and above the ground on each elevation.
70. 3. LEAD MECHANIC - Employees in the following classes when designated in writing by their supervisor or foreman as a lead mechanic, shall be entitled to a \$9.00 per day premium when required to perform one or more of the following duties: plan, design, detail, sketch, layout, estimate, order materials, or take the lead on any job when at least two or more mechanics who are in the same classification are assigned to the same job. Effective July 1, 2002 the rate shall be \$10.00 per day.

Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

71. 4. NIGHT SHIFT PREMIUM – 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.)
72. 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.
73. 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT - 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:
 74. 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.
 75. 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.
 76. 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.
 77. 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.
 78. 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.

79. 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 are also met.
80. 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 not subject to grievance.
81. 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.
82. 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.
83. 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%)
84. 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.
85. 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.
86. 6. **ACTING ASSIGNMENT PAY** – Adjustment of compensation shall be 5% above base salary if all the following conditions are:
 87. 1) The assignment shall be in writing;
 88. 2) Assigned position must be budgeted;
 89. 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.
90. 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.

91. 7. MTA PERFORMANCE/ATTENDANCE INCENTIVES - Consistent with Charter Section 8A.100, the Municipal Transit Authority (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals and shall be compensated as set forth in Appendix A.

III.F. OVERTIME COMPENSATION

92. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one and one half times the base hourly rate with may include a night differential if applicable; provided that employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provision and conditions set forth herein.
93. 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.
94. 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.
95. 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.
96. 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.
97. 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).

98. The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determine eligibility for overtime payment.

RECORDATION OF OVERTIME

99. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.

100. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.

101. 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

102. 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)

103. 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.

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

105. 1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE - 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.
106. 2. HOLIDAYS THAT FALL ON SATURDAY - 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.
107. 3. HOLIDAY COMPENSATION FOR TIME WORKED - 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.
108. 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.
109. 4. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY - 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.
110. 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.

111. 5. HOLIDAY PAY FOR EMPLOYEES LAID OFF - 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.
112. 6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION - 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.
113. 7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS - Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays on a proportionate basis.
114. 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.
115. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.
116. 8. FLOATING HOLIDAYS AND PAID FURLOUGH DAYS - Three floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. Employees (both full time and 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 Authority. No compensation of any kind shall be earned or granted for floating days off not taken off.
117. Represented employees shall receive two (2) paid furlough days in each fiscal year of this MOU.

III.H. TIME OFF FOR VOTING

118. 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

119. 1. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.
120. 2. **PROMOTIVE APPOINTMENT IN A HIGHER CLASS** – An employee who has completed six (6) months of service, and who is appointed to a position in a higher classification deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
 121. 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.
 122. 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.
123. 3. **NON-PROMOTIVE APPOINTMENT** – When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.
124. 4. **APPOINTMENT ABOVE ENTRANCE RATE** - 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:
 125. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the appointee's former classification.
 126. b. Loss of compensation would result if appointee accepts position at the normal step.
 127. c. A severe, easily demonstrated and documented recruiting and retention problem exists.
 128. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
129. 5. **REAPPOINTMENT WITHIN SIX MONTHS** - A permanent employee who resigns and is subsequently reappointed to a position in the same classification

within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

6. COMPENSATION ADJUSTMENTS

130. 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 grade 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.
131. 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.
132. 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 grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.
133. 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.
134. c. Flat Rate Converted to Salary Range - An employee serving in a class in the prior fiscal year at a flat rate which is changed to a compensation grade number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

135. 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.

136. 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.
137. 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.
138. 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 MOU.

III.J. SENIORITY INCREMENTS

139. 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.
140. 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.
141. 3. DATE INCREMENT DUE – 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
142. 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.

143. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
 144. (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 MOU.
 145. 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.
 146. (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.
 147. (3) Advancement through the increment steps of the compensation grades 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:
 148. a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
 149. b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
 150. (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.K. WORKERS COMPENSATION and sdi supplementation

151. 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.

152. 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.
153. An employee who wished 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.
154. 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.
155. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.L. HEALTH AND WELFARE

156. 1. **EMPLOYEE HEALTH COVERAGE** - Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the Charter.
157. 2. **DEPENDENT HEALTH CARE PICK-UP** - The City shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the employee plus two or more dependents category.
158. 3. **DENTAL COVERAGE** - Covered employees are eligible to participate in the City's dental program.
159. 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.
160. 4. **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.
161. 5. **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.

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

III.M. RETIREMENT CONTRIBUTION

163. The City shall pick up the full amount of the employee's contribution to retirement.

164. 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.

165. 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.

166. RETIREMENT SEMINAR RELEASE TIME

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.

167. 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.

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

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

III.N. VACATIONS

170. Pursuant to the Charter, employees in City and County service are allowed a vacation with pay annually as long as employment continues as follows:

171. 1. After one year's continuous service, ten (10) working days;
172. 2. After five (5) years' continuous service, fifteen (15) working days.
173. 3. After fifteen (15) years' continuous service, twenty (20) working days.

III.O. FAIR LABOR STANDARDS ACT

174. 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.P. STATE DISABILITY INSURANCE

175. 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.Q. FEDERAL MINIMUM WAGE

176. 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. VOLUNTEER/PARENTAL RELEASE TIME

177. 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).
178. 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. PILOT WELLNESS INCENTIVE PROGRAM

179. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
180. 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.
181. 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.
182. 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

183. 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.
184. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
185. 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.
186. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.
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IV.A. MEDICAL EXAMINATION

187. In instances when Glaziers are exposed to conditions hazardous to their health and when required by State Law, said employees may request and be entitled to a medical examination at City expense.

IV.B. SAFETY EQUIPMENT, EYE PROTECTION AND HARD HATS

188. The City agrees to provide goggles, safety glasses, face shields and hard hats for employees covered herein as needed. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

IV.C. PROTECTIVE OVERALLS

189. The City agrees to provide four (4) pairs of overalls annually for each employee in classifications covered herein. 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 cost.

IV.D. PROTECTIVE RUBBER GLOVES

190. The City agrees to provide glass handling rubber gloves as needed to employees in classifications covered herein.

IV.E. FOUL WEATHER GEAR

191. Employees covered herein shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of hat, coat, pants and boots.

IV.F TOOL INSURANCE

192. The City agrees to indemnify employees covered under this MOU for the loss or destruction of the employee's tools subject to the following conditions:

193. 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.

194. 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.

195. 3. Upon approval of this MOU 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.

196. 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.

197. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:

198. 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.

199. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.

200. 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.

201. 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.
202. 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).
203. 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.

IV.G. department of transportation EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM

204. 1. Overview of EAP Program - This Employee Assistance Program ("EAP") is designed to provide coverage for employees only, and to assist employees in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment and referral, brief treatment, and follow-up services.
205. EAP's offer assistance by helping employees assess and identify problems arising from a variety of personal areas.
206. EAP's assist employees by referring them to services which lead to solutions.
207. EAP's provide training and consultation services to management and union leadership regarding assisting troubled employees.
208. The primary goal of the EAP will be to maintain employee's ability to be fully productive on the job. EAP's help employees, management, and supervisors maintain a high level of service by:
209. Motivating employees to help;
210. Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
211. Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;
212. Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;
213. Providing crisis intervention services;
214. Providing follow-up assistance to support and guide employees through

the resolution of their problems; and by

215. Acting as an education and training resource.
216. Employees shall be able to access the EAP through calling directly (self-referral), through the PTD Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.
217. Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.
218. If an outside EAP vendor is approved and selected, the vendor shall be required to establish a 24-hour telephone hotline for immediate and confidential self-referral.
219. The EAP is intended to help employees to:
 - Assess and clarify their problems early;
 - Develop a plan of action to resolve their problems;
 - Determine if professional assistance is needed;
 - Help employees find the right treatment;
 - Supply a providers list with a range of services.
2. Organization
 - a. The Joint Labor-Management Committee:
 220. (1) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.
 221. If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.
 222. (2) Officers: The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The PTD Director shall provide staff support to the Committee as appropriate.
 223. (3) Quorum: A quorum for the transaction of business by the Committee shall

consist of three (3) Union Committee members and a majority of the City-appointed Committee members.

224. (4) Functions: To review and make recommendations regarding the Peer Assistance Program, the peer assistants to be hired, and the employee education program. The Committee shall report its recommendations to the PTD Director and the Substance Abuse Professional (SAP) or their designee for action.
225. (5) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the PTD may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.
226. b. The PTD Director: The PTD Director or designee will manage all aspects of the Substance Abuse Program. He/she shall have appointing and removal authority over all substance abuse program personnel, and shall be responsible for the supervision of the peer assistants and SAP, and administration of all substance abuse programs.
227. 3. The EAP/ Program: The City and the Unions may conclude that it is in the best interest of all concerned to establish a uniform EAP Program for all employees deemed "safety-sensitive" pursuant to the DOT Regulations. On this basis, the parties agree that (1) the PTD Director may engage an outside contractor to provide these services; and (2) if an outside contractor is selected, this outside contractor may be the same contractor selected by the Transport Workers-San Francisco Municipal Railway Trust Fund for the EAP Program established pursuant to the Agreement between the PTD and TWU Local 250A.

4. The Peer-Assistance System

228. a. Structure: A Peer Assistance system shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni work sites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.
- b. Qualifications:
229. (1) An employee who is a former substance abuser who has been "clean" and/or sober for at least one year and who continues to participate in a 12-step program, or
230. (2) An employee who is related to an addict or alcoholic and who has participated in a self-help group for co-dependency.

231. (3) Who is willing to make a minimum of a two-year commitment as a peer assistant, and
232. (4) Who agrees to participate in prescribed training.
233. (5) An employee who does not meet the criteria of 1 or 2 but who is willing to be trained and to commit for 2 years will also be considered, in the event there are not enough candidates that meet criteria 1 or 2.
234. (6) An individual must be able to maintain confidentiality.
235. c. Duties:
236. (1) Be available to employees who appear to need or request assistance, to deal with chemical dependency.
237. (2) Maintain strict confidentiality.
238. (3) Identify the nature of the problem.
239. (4) Discuss confidentiality of program with employees.
240. (5) Receive clinical direction and training from the SAP and other CADAC Clinical Supervisors.
241. (6) Discuss the options of available resources.
242. (7) Refer the employee to the EAP.
243. (8) Report to the Peer Assistance Coordinator as required.
244. (9) Follow-up with employees during and after treatment subject to the direction of the Peer Assistance Coordinator and the clinical supervision by the SAP.
245. (10) Staff the night, weekend and holiday crisis hotline (pager).
246. d. Staffing: There shall be one full-time Peer Assistant who shall report directly to the Peer Assistance Coordinator appointed pursuant to the Local 250A Agreement.
 - e. Volunteer Peer Assistants:
 247. (1) Up to eight (8) Volunteer Peer Assistants.
 248. (2) Assist peer assistants upon request during their off-duty time.
 249. (3) They shall participate in designated training.
 250. (4) Their activities shall be within the limits of their training.
 251. (5) Volunteer peer assistants will receive no compensation for their services.
 - f. Functions: The Joint Labor/Management Committee shall develop the

procedures for the Peer Assistance System after consultation with the SAP and/or PTD Director or designee.

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

5. Pay Status During Voluntary Self-Referral Treatment

254. a. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

255. b. In the case of the up to two voluntary, employee-initiated referrals, the PTD will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

256. 6. Non-Paid Status During Treatment After Positive Test - The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

257. 7. Education and Training - The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

258. The Joint Labor/Management Committee shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. The PTD Director and the SAP shall act on the training program developed by the Committee. Certain training required by the DOT Regulations shall be conducted by the SAP.

259. 8. Confidentiality - Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

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

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

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

V.A. SAVINGS CLAUSE

263. Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU 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.

V.b. ZIPPER CLAUSE

264. This MOU sets forth the full and entire understanding of the parties regarding the matters herein. This MOU may be modified, but only in writing, upon the mutual consent of the parties.

PAST PRACTICE

265. 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

266. Nothing in this MOU 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 MOU 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 MOU, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this MOU. Such Civil Service Rules and Administrative Code provisions shall be

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

267. 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.c. TERM OF AGREEMENT

268. This MOU shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003, with no reopeners except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this _____ day of _____, 2001.

FOR THE UNION:

FOR THE CITY AND COUNTY:

DOUGLAS YAMAMOTO

Business Representative

ANDREA R. GOURDINE

Human Resources Director

GEOFFREY ROTHMAN

Director, Employee Relations Division

APPROVED AS TO FORM:

CITY ATTORNEY

LINDA ROSS

Chief Labor Attorney

APPROVED AND ADOPTED BY
THE BOARD OF SUPERVISORS
BY RESOLUTION _____

APPENDIX A

MTA Performance Incentive Program

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MTA Attendance Incentive Program

The MTA Performance and Attendance Incentive Programs of this Appendix A 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

ATTENDANCE INCENTIVE PROGRAM

(Non Transit Operator Personnel)

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

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

ANNUAL SICK LEAVE "CASH OUT"/TIME OFF OPTIONS

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

FULL-TIME	GROUP A	GROUP B
QUALIFYING BALANCE	"CASH OUT"	TIME OFF
240 hours or more sick leave balance	40 hours	3 days
PART-TIME	GROUP A	GROUP B

QUALIFYING BALANCE	"CASH OUT"	TIME OFF
120 hours or more sick leave balance	20 hours	2 days

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

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

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

MTA Attendance Incentive Program (Cont'd)

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

1. 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.

MTA Attendance Incentive Program (Cont'd)

GROUP A

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

<i>Class</i>		<i>Class</i>	
<i>Code</i>	<i>Classification Title</i>	<i>Code</i>	<i>Classification Title</i>

	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

MTA Attendance Incentive Program (Cont'd)

GROUP A

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

Class	
Code	Classification Title
	Electrical Workers, Local 6

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

MTA Attendance Incentive Program (Cont'd)

GROUP B

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

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	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

MTA Attendance Incentive Program (Cont'd)

GROUP B

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

Class Code	Classification Title
	<i>IFPTE, Local 21</i>
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
	<i>Municipal Executives Association</i>
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
	<i>Unrepresented</i>
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

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:

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

HOW PROGRESS IS MEASURED

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

July 1, 2001 – June 30, 2002

July 1, 2002 – June 30, 2003

MTA Performance Incentive Program (Cont'd)

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

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INCENTIVE BONUSES

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

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

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

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

OVERALL GROUP GOALS

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

MTA Performance Incentive Program (Cont'd)

MODE/DIVISION GOALS

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

ELIGIBLE EMPLOYEE CRITERIA

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

GOAL MONITORING AND MEASUREMENT

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

SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS

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

MTA Performance Incentive Program (Cont'd)

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.

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OVERALL GROUP GOALS

<i>Fiscal Years</i>	<i>Overall Goal</i>	<i>Quarter Goals</i>
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%	
<i>April 1, - June 30</i>	<i>80%</i>	

MODE/DIVISION GOALS

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

January 1, - March 31	%	%	%	%
April 1, - June 30	%	%	%	%

MTA Performance Incentive Program (Cont'd)

MAINTENANCE GROUP

PERFORMANCE GOALS

GOAL #2:

To increase vehicle miles between road calls by mode.

MODE GOALS

(July 1, 2001 – June 30, 2002)

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

CABLE CAR

" "

MTA Performance Incentive Program (Cont'd)

March 16, 2001

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MODE GOALS

(July 1, 2002 – June 30, 2003)

MOTOR COACH:

Quarter Goals

Flynn-Artic	TBD
Woods	" "
Kirkland	" "

TROLLEY COACH

Potrero Artic	" "
Potrero Standard	" "
Presidio Standard	" "

RAIL

Boeing Light Rail Vehicle	" "
Breda Light Rail Vehicle	" "
PCC	" "

CABLE CAR " "

MTA Performance Incentive Program (Cont'd)

MAINTENANCE GROUP

PERFORMANCE GOALS

GOAL #3:

To reduce the total number days of unscheduled absences.*

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

Fiscal Years	Overall Goal	Quarter Goals
July 1, 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.

Fiscal Years	Overall Goal	Quarter Goals
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%

MTA Performance Incentive Program (Cont'd)

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

<i>Fiscal Years</i>	<i>Overall Goal</i>	<i>Quarter Goals</i>
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

-

Fiscal Years

LRV CABLE CAR TROLLEY DIESEL

July 1, 2001 – June 30, 2002

July 1, - September 30	%	%	%	%
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October 1, December 31	%	%	%	%
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January 1, - March 31	%	%	%	%
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April 1, - June 30	%	%	%	%
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July 1, 2002 – June 30, 2003

July 1, - September 30	%	%	%	%
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October 1, - December 31	%	%	%	%
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January 1, - March 31	%	%	%	%
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April 1, - June 30	%	%	%	%
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MTA Performance Incentive Program (Cont'd)

OPERATIONS GROUP

PERFORMANCE GOALS

GOAL #2:

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

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MODE GOALS

(July 1, 2001 – June 30, 2002)

MOTOR COACH:	Quarter Goals
Flynn	97%
Woods	97%
Kirkland	97%

TROLLEY COACH

Potrero	97%
Presidio	97%

RAIL

Green	97%
Cable Car	97%

MODE GOALS

(July 1, 2002 – June 30, 2003)

MOTOR COACH:	Quarter Goals
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%

TROLLEY COACH

Potrero	97.5%
Presidio	97.5%

RAIL

Green	97.5%
Cable Car	97.5%

MTA Performance Incentive Program (Cont'd)

OPERATIONS GROUP

PERFORMANCE GOALS

GOAL #3:

To reduce the total number days of unscheduled absences.*

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

Fiscal Years	Overall Goal	Quarter Goals
July 1, 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.

Fiscal Years	Overall Goal	Quarter Goals
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%

MTA Performance Incentive Program (Cont'd)

ADMINISTRATION GROUP

PERFORMANCE GOALS

GOAL #1:

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

ADMINISTRATION GROUP GOALS

Fiscal Years	Overall Goal	Quarter Goals
July 1, 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

LRV CABLE CAR TROLLEY DIESEL

<i>Fiscal Years</i>	<i>Overall Goal</i>	<i>Quarter Goals</i>
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%

MTA Performance Incentive Program (Cont'd)

ADMINISTRATION GROUP

PERFORMANCE GOALS

GOAL #2:

To reduce the total number days of unscheduled absences.*

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

Fiscal Years	Overall Goal	Quarter Goals
July 1, 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%
<i>January 1, - March 31</i>		3%
April 1, - June 30		4%

MTA Performance Incentive Program (Cont'd)

EXHIBIT A

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

Class		Class	
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Code	Classification Title	Code	Classification Title
	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.

	<i>TWU, Local 200</i>	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	<i>IFPTE, Local 21</i>	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.
	<i>Teamsters, Local 853</i>	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	<i>Carpenters, Local 22</i>	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
	<i>Laborers, Local 261</i>	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

MTA Performance Incentive Program (Cont'd)

EXHIBIT A

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

<i>Class</i>		<i>Class</i>	
<i>Code</i>	<i>Classification Title</i>	<i>Code</i>	<i>Classification Title</i>
	<i>Electrical Workers, Local 6</i>		<i>TWU, Local 250-A</i>
7365	Senior Power House Operator	7410	Automotive Service Worker

	<i>Unrepresented</i>		<i>Municipal Executives Association</i>
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.

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

MTA Performance Incentive Program (Cont'd)

EXHIBIT B

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

Class Code	Classification Title
	<i>TWU, Local 200</i>
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9173	System Safety Inspector
	<i>IFPTE, Local 21</i>
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.

	<i>Operations Goal # 4 - ONLY</i>
	<i>Workers Compensation Section</i>
	<i>IFPTE, Local 21</i>
1244	Senior Personnel Analyst
1824	Principal Administrative Analyst

MTA Performance Incentive Program (Cont'd)

EXHIBIT C

The following "service-critical" Job Classifications are covered under Administration Group

Goals #1 and #2.

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	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

MTA Performance Incentive Program (Cont'd)

March 16, 2001

MTA Performance Incentive Program (Cont'd)

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EXHIBIT C

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

Class Code	Classification Title	Class Code	Classification Title
	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.

AGREEMENT

BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
GLAZIERS, LOCAL 718

~~The parties agree to amend the Collective Bargaining Agreement ("CBA") by appending the following list of past practices thereto pursuant to Article V.C. of the CBA.~~

Overtime

~~Overtime shall continue to be assigned on a rotation basis.~~

Vacation Sign-ups

1. Vacation sign-ups as currently practiced shall continue.

Specialty Tools

Specialty tools shall continue to be provided by the City and County of San Francisco.

City Vehicles

1. The practice whereby employees take city vehicles home when assigned shall continue.

Attachment A

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

Glaziers, Local 718

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	7233 GLAZIER SUPERVISOR I	✓	06590	\$2,274	\$2,388	\$2,507	\$2,632	\$2,764
	7326 GLAZIER	✓	06280	\$1,955	\$2,053	\$2,156	\$2,264	\$2,377
1/5/02	7233 GLAZIER SUPERVISOR I	✓	06630	\$2,319	\$2,435	\$2,557	\$2,685	\$2,819
	7326 GLAZIER	✓	06320	\$1,994	\$2,094	\$2,199	\$2,309	\$2,424
7/1/02	7233 GLAZIER SUPERVISOR I	✓	06680	\$2,377	\$2,496	\$2,621	\$2,752	\$2,890
	7326 GLAZIER	✓	06370	\$2,043	\$2,145	\$2,252	\$2,365	\$2,483
1/4/03	7233 GLAZIER SUPERVISOR I	✓	06730	\$2,435	\$2,557	\$2,685	\$2,819	\$2,960
	7326 GLAZIER	✓	06420	\$2,094	\$2,199	\$2,309	\$2,424	\$2,545

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Glaziers, Local 718