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IDnum 92 **Language** English **Country** United States **State** CA

Union International Union of Operating Engineers, AFL-CIO

Local Local 3

| Occupations Represented |
|---|
| Stationary engineers and boiler operators |
| |

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

**OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

SUPERVISING PROBATION OFFICERS

JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I - REPRESENTATION

1. This Collective Bargaining Agreement (hereinafter "Agreement") is entered by the City and County of San Francisco (hereinafter "City") acting through its designated representatives and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers AFL-CIO - Supervising Probation Officers, (hereinafter "Union").
2. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

I.A. RECOGNITION

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

Unit II-I

Class 8414 Supervising Probation Officer, Juvenile Court
Class 8415 Senior Supervising Probation Officer, Juvenile Court
Class 8434 Supervising Adult Probation Officer

4. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to new bargaining units, added by affiliations or service agreements. Upon request of the Union, the City will meet and confer concerning proposed changes to bargaining units.

I.B. INTENT

5. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until formally adopted by the Board of Supervisors in accordance with procedures, terms and provisions of the Charter applicable thereto. The provisions of this Agreement shall not become binding until ratified by the Union. Moreover, it is the intent of the Mayor acting on behalf of the City to bind the City and its departments with respect to the wages, hours and other terms and conditions of employment herein.
6. Each existing ordinance, resolution, rule or regulation over which the Mayor has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this Agreement, shall be deemed

incorporated in this Agreement in its changed or modified form from the effective date of this Agreement to and including the date of expiration thereof.

I.C. NO STRIKE PROVISION

7. During the term of this Agreement, the City will not lock out the employees who are covered by this Agreement. This union and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.D. MANAGEMENT RIGHTS

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

I.E. GRIEVANCE PROCEDURES

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

A grievance does not include the following:

12. a. All civil service rules excluded pursuant to Charter Section A8.409-3.

13. b. Performance evaluations, provided, however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
14. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.
15. In the event that one or more unfavorable performance evaluations are used as evidence in disciplinary proceedings against the employee, such evaluations shall be subject to the grievance procedure.
16. c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand.

3. Time Limits

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

4. Steps of the Procedure

18. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
19. i. A grievance affecting more than one employee shall be filed with the management official having authority over all employees affected by the grievance. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
20. ii. A grievance arising from a final disciplinary decision shall be initiated at the Arbitration Step of this grievance procedure. Such grievance may only be filed by the Union.

21. b. Step 1:
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but, in no case, later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.
22. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the name(s) of the employee or group of employees, the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
23. c. Step 2:
A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within seven (7) working days of receipt of the Step 1 answer. The intermediate supervisor will convene a grievance meeting within ten (10) working days of receipt to discuss the grievance with the grievant and/or the grievant's Union representative. Within ten (10) working days following the meeting the intermediate supervisor will respond in writing to the grievance.
24. d. Step 3:
A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 2 answer. The Appointing Officer may convene a meeting within ten (10) working days with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.
25. e. Step 4:
A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 3 answer. The Director may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The

Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

26. f. Arbitration:
If the Union is dissatisfied with the Step 4 answer, it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 4th Step decision that arbitration is being invoked.
5. Selection of the Arbitrator
 - a. For non-disciplinary grievances
 27. 1) The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided, however, that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
 28. 2) When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from the permanent panel in accordance with the following procedure.
 29. a. Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator in order, provided, however, that each party shall be entitled to one strike.
 30. b. The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.
 31. c. In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may

not again strike that arbitrator's name until the arbitrator has been selected.

Discipline/Discharge Grievances

6. Steps of the Procedure (Disciplinary Grievances)

32. a. The City shall have the right to discipline for just cause any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion. This section shall not apply to exempt employees.
33. b. With the exception of exempt employees, suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees who have served the equivalent of a probationary period shall be subject to the following procedure:
34. 1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.
35. 2) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.
36. 3) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employer's statements. The employee's representative shall receive a copy of this decision.
37. Disciplinary action, as defined herein, may be appealed to the Employee Relations Director. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and issue a final City decision no later than fifteen (15) days following receipt of the appeal.
38. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of the final City decision.

39. c. For disciplinary grievances:

The parties agree that disciplinary grievances shall be heard in accordance with the following procedures, as appropriate:

40. 1) Grievances involving suspensions will be heard in an expedited fashion in accordance with the following procedure.

41. a) The parties shall create a panel established in accordance with the procedures set out above.

42. b) Upon invocation of arbitration over a suspension grievance the parties shall contact the first arbitrator on the disciplinary panel list to determine whether a hearing may be scheduled within the following five (5) to twenty (20) work days. In the event the first arbitrator is not available within the twenty (20) day period the next listed arbitrator shall be contacted, continuing in that fashion through the list until a date is obtained.

43. c) Any arbitrator so selected shall move to the bottom of the list, regardless of whether the case is actually heard.

44. 2) Discharge grievances shall be heard by an arbitrator selected in accordance with the procedures in paragraphs 27-31, provided however that the parties may mutually agree to submit a discharge grievance to the expedited procedure.

7. Authority of the Arbitrator

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

8. Fees and Expenses of Arbitration

46. The fees and expenses of the Arbitrator shall be shared equally by the parties. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the arbitration shall be borne equally by the parties.

9. Hearing Dates and Date of Award
47. Except for the expedited procedure described above, hearing shall be scheduled within thirty (30) working days of selection of an arbitrator. Awards shall be due within thirty (30) working days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
48. 10. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith to justify a greater entitlement.
49. 11. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives
50. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than five (5) employee members should be present at such meetings and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
51. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
52. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
53. In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
2. Stewards

54. a. The Union shall furnish the City with an accurate list of stewards. The Union may submit amendments to this list at any time. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
55. b. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
56. c. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
57. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.
58. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.
59. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

I.G. UNION SECURITY

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

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

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. PROBATIONARY PERIOD

62. The probationary period shall be as follows: One year, as defined and administered by the Civil Service Commission.
63. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

II.B. PERSONNEL FILES

64. Written reprimands will not be considered for purposes of promotions, transfer, special assignments, or discipline for future infractions after the employee has maintained a record without discipline for a period of two (2) years. Disciplinary suspensions will not be considered for purposes of promotion, transfer, or special assignments after the employee has maintained a record without discipline for a period of four (4) years.
65. This provision shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs at work or being under the influence of illicit drugs or alcohol at work, mistreating other persons, engaging in acts that would constitute a felony or misdemeanor involving moral turpitude, engaging in acts that present an immediate danger to the public health and safety, or engaging in immoral acts.

II.C. PERFORMANCE APPRAISALS

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

II.D. VACATION

67. Vacations will be administered pursuant to the Administrative Code, Article II, Section 16.10 through 16.16.

II.E. TRAVEL EXPENSES

68. Travel expenses for City employees living in the City and County of San Francisco, assigned to duty outside the City and County of San Francisco limits, shall be paid travel allowance as provided by Administrative Code 16.94.

II.F. SUBCONTRACTING

1. "Prop J." Contracts

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

2. Personal Services Contracts

78. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.

79. b. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.
80. c. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

81. Base wages shall be increased as follows:

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

82. In addition, effective July 1, 2001, all employees shall receive a one time internal adjustment of five percent (5%).

83. In addition, employees in classes 8414 Supervising Probation Officer, Juvenile Court and 8434 Supervising Adult Probation Officer shall maintain a maximum base wage salary that is at least ten percent (10%) higher than the maximum base wage salary received by class 8444 Deputy Probation Officer. Any wage increases for classes 8414 Supervising Probation Officer, Juvenile Court and 8434 Supervising Adult Probation Officer pursuant to this section shall apply to 8415 Senior Supervising Probation Officer, Juvenile Court as well.

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

85. Wage rates are set forth in Attachment A.

III.B. WORK SCHEDULES

I. NORMAL WORK SCHEDULES

86. a. Regular Work Schedule - A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A normal work week is a tour of duty on each of five (5) consecutive days. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

87. b. Flexible Work Schedule – Subject to the sole discretion and prior authorization of the Appointing Officer, employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within

twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject. 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 in Paragraph "a" above.

88. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days.
89. c. Alternate Work Schedule - The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection. 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 in Paragraph "a" above.
- c. Exceptions:
90. i. The 20-20 Educational Program.
91. ii. Specially funded training programs approved by the Department of Human Resources.
92. iii. 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.

93. iv. Voluntary Reduced Work Week

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

94. v. Voluntary Time off Program

The mandatory furlough provisions of CSC Rules shall not apply to covered employees.

95. a) General Provisions

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

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

- b) Restrictions of Use of Paid Time Off While On Voluntary Time Off

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

98. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or

any other form of pay for the time period involved.

99. c) Duration and Revocation of Voluntary Unpaid Time Off

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

2. PART-TIME WORK SCHEDULE

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

III.C. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedules

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

2. Part-Time Work Schedules

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

III.D. ADDITIONAL COMPENSATION

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

1. NIGHT DUTY

104. 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.).

105. 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.

2. STANDBY PAY

106. Employees who, as part of the duties of their positions are assigned in writing by the appointing officer to standby when normally off duty to be instantly available on call to perform their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device. When such employees are called to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service at the usual rate of pay for such service.

107. The provisions authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act.

3. CALL BACK

108. Employees, except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

4. SUPERVISORY DIFFERENTIAL ADJUSTMENT

109. a. The Appointing Officer is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
110. b. 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.
111. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
112. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
113. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
114. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
115. If the application of this Section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under paragraph "F" are also met.
116. 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.

117. 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.
118. h. In no event will the Appointing Officer 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%)
119. 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.
120. 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.

5. ACTING ASSIGNMENT PAY

121. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the eleventh (11th) work day of such an assignment, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
122. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
123. If each of the above criteria are met, but an employee does not receive the acting assignment pay, an employee acting assignment

grievance, to be valid, must be filed no later than thirty (30) calendar days after the ending date of the acting assignment.

6. BILINGUAL PREMIUM

124. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours within a biweekly pay period shall be granted additional compensation of fifty (\$50.00) biweekly. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

III.E. OVERTIME - COMPENSATION

125. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week.
126. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.
127. 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 40 hours in a week.
128. 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.
129. 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.
130. 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. Represented employees shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

III.F. HOLIDAYS AND HOLIDAY PAY

131. 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)

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

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

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

134. 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.

135. 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.

2. **HOLIDAYS THAT FALL ON A SATURDAY**

136. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public

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

3. IN-LIEU HOLIDAYS

137. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

138. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.

139. A holiday can be carried over into the next fiscal year with the approval of the appointing officer. If an appointing officer fails to schedule an in-lieu holiday as provided herein, the holiday credit shall be carried over to the next fiscal year.

4. HOLIDAY COMPENSATION FOR TIME WORKED

140. 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.

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

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

142. 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.

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

6. HOLIDAY PAY FOR EMPLOYEES LAID OFF

144. 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.

7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

145. 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.

8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

146. 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.

147. 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.

148. 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.

9. FLOATING HOLIDAYS

149. 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.

10. PAID FURLOUGH DAYS

150. Employees covered by this Agreement shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.

III.G. TIME OFF FOR VOTING

151. 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.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

152. I. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

153. 2. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

An employee or officer who has completed a probationary period or six (6) months of service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

154. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
155. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
156. c. If the appointment deemed promotive as described above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with the above sections.
157. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.
158. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

159. 3. APPOINTMENT ABOVE ENTRANCE RATE

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

- 160. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
- 161. b. Loss of compensation would result if appointee accepts position at the normal step; or
- 162. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and
- 163. d. The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
- 164. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

165. 4. NON-PROMOTIVE APPOINTMENT

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

166. 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

- 167. a. Prior Fiscal Year

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

168. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.
169. 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 schedule higher than the salary schedule of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.
170. 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 schedule higher than the protected salary of the employee.
171. 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 schedule number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

172. d. Continuation of Salary Step Plan Earned Under Temporary Appointment
When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this agreement, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.
173. e. Credit for Temporary Service
A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.
174. f. Salary Anniversary Date Adjustment
Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

175. 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.
176. 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.

177. 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.
178. d. **Reemployment in a Formerly Held Class**
An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.I. METHODS OF CALCULATION

1. BI-WEEKLY

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

2. DAILY RATES FOR MONTHLY AND BI-WEEKLY EMPLOYEES

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

III.J. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

181. Full-time employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

182. Notwithstanding any other provisions of joint apprenticeship committee or practices or procedures in private industry regarding the attainment of journey level status by an apprentice, City and County apprentices who have completed their apprenticeship program must pass a regular Civil Service examination in the respective journey level class to be eligible for permanent regular Civil Service appointment.

2. ENTRY AT OTHER THAN THE FIRST STEP

183. 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.

184. An employee appointed to a position in a classification, the compensation for which was fixed in the prior fiscal year pursuant to Section 8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this agreement based upon the employee's service in said classification.

3. DATE INCREMENT DUE

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

4. EXCEPTIONS

186. 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.

187. 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:
188. (1) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this agreement. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
189. (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.
190. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
191. (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.
192. (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.
193. (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. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

194. 1. Upon certification by the Union to the Employee Relations Director that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the City shall immediately take any and all necessary action to enroll such representation units and all employees therein.
195. 2. In the event any bargaining unit, covered by this Agreement, elects coverage in State Disability Insurance as provided in this section, the payment of sick leave pursuant to Rules of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
196. 3. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

III.L. SICK LEAVE WITH PAY LIMITATION

197. 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 supplemented with salary to be charged against the employee’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee’s appointing officer’s approval.
198. 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.

- 199. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
- 200. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
- 201. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.M. WORKERS COMPENSATION

- 202. Employees are covered under Labor Code Section 4850.
- 203. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.

III.N. ADDITIONAL BENEFITS

1. EMPLOYEE HEALTH CARE COVERAGE

- 204. The City shall maintain the contribution level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage and, as appropriate for dependent coverage.

2. DEPENDENT HEALTH CARE COVERAGE

- 205. The City shall contribute up to \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.

3. DENTAL COVERAGE

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

207. 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.

208. 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.

III.O. RETIREMENT PICK-UP

209. The City shall pick up the full amount of the employees' contribution to retirement.

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

Retirement Seminar Release Time

211. 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.

212. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

- 213. All such seminars must be located within the Bay Area.
- 214. This section shall not be subject to the grievance procedure.

III.P. PRE-TAX CAFETERIA 125 PLAN

- 215. The City agrees to maintain the provisions and coverages of the Pre-Tax Cafeteria Plan.

III.Q. PILOT WELLNESS INCENTIVE PROGRAM

- 216. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
- 217. 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.
- 218. 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.

- 219. 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

- 220. 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.
- 221. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.R. VOLUNTEER/PARENTAL RELEASE TIME

- 222. 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).

223. 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.

ARTICLE IV - HEALTH, SAFETY AND TRAINING

HEALTH AND SAFETY

224. The City acknowledges its responsibility to provide safe and healthy work environments for City employees. Every employee has the right to safe and healthy working conditions. Employee concerns regarding safety should be brought to the attention of his/her immediate supervisor for appropriate corrective action.. No employee covered under this Agreement shall suffer any adverse action for bringing forth safety concerns to his/her immediate supervisor.

ARTICLE V - SCOPE

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

V.A. SAVINGS CLAUSE

226. Should any part hereof or any provision herein be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Agreement.

V.B. REOPENER

227. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits.

V.C. ZIPPER CLAUSE

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

PAST PRACTICE

229. 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

230. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply

to employees covered by this contract. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules.

231. 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.D. DURATION OF AGREEMENT

232. This Agreement 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.

Attachment A

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

Supervising Probation Officers

| Effective Date | Class Title | Salary Grade | Biweekly Rate of Pay | | | | |
|----------------|---|--------------|----------------------|---------|---------|---------|---------|
| | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 7/1/01 | 8414 SUPV PROBATION OFFICER, JUVENILE CT | 06520 | \$2,199 | \$2,309 | \$2,424 | \$2,545 | \$2,672 |
| | 8415 SR SUPV PROBATION OFFICER, JUVENILE CT | 06610 | \$2,297 | \$2,412 | \$2,533 | \$2,660 | \$2,793 |
| | 8434 SUPERVISING ADULT PROBATION OFFICER | 06520 | \$2,199 | \$2,309 | \$2,424 | \$2,545 | \$2,672 |
| 1/5/02 | 8414 SUPV PROBATION OFFICER, JUVENILE CT | 06560 | \$2,242 | \$2,354 | \$2,472 | \$2,596 | \$2,726 |
| | 8415 SR SUPV PROBATION OFFICER, JUVENILE CT | 06650 | \$2,342 | \$2,459 | \$2,582 | \$2,711 | \$2,847 |
| | 8434 SUPERVISING ADULT PROBATION OFFICER | 06560 | \$2,242 | \$2,354 | \$2,472 | \$2,596 | \$2,726 |
| 7/1/02 | 8414 SUPV PROBATION OFFICER, JUVENILE CT | 06610 | \$2,297 | \$2,412 | \$2,533 | \$2,660 | \$2,793 |
| | 8415 SR SUPV PROBATION OFFICER, JUVENILE CT | 06700 | \$2,401 | \$2,521 | \$2,647 | \$2,779 | \$2,918 |
| | 8434 SUPERVISING ADULT PROBATION OFFICER | 06610 | \$2,297 | \$2,412 | \$2,533 | \$2,660 | \$2,793 |
| 1/4/03 | 8414 SUPV PROBATION OFFICER, JUVENILE CT | 06660 | \$2,354 | \$2,472 | \$2,596 | \$2,726 | \$2,862 |
| | 8415 SR SUPV PROBATION OFFICER, JUVENILE CT | 06750 | \$2,459 | \$2,582 | \$2,711 | \$2,847 | \$2,989 |
| | 8434 SUPERVISING ADULT PROBATION OFFICER | 06660 | \$2,354 | \$2,472 | \$2,596 | \$2,726 | \$2,862 |

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Supervising Probation Officers

5/15/01