

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN AND FOR**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**THE**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL 6**

**JULY 1, 20102 - JUNE 30, 20124**

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**ARTICLE I - REPRESENTATION**

**ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter Agreement) is entered into by the Director of Human Resources, for and on behalf of City and County of San Francisco, its Boards and Commissions, and on behalf of City Departments (hereinafter collectively "City") and Local Union No. 6, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Union"). This agreement shall be effective as of July 1, ~~2009~~2012, upon approval by the Mayor, adoption by the Board of Supervisors and ratification of the membership of the Union.

**I.A. RECOGNITION**

2. The City recognizes International Brotherhood of Electrical Workers Local Union 6, AFL-CIO (IBEW 6) as the exclusive representative of all employees of the City and County of San Francisco assigned to Bargaining Unit ~~1-1-3~~3 including:

6248 - Electrical Inspector  
6249 - Senior Electrical Inspector  
6250 - Chief Electrical Inspector  
6252 - Line Inspector  
7229 - Transmission Line Supervisor I  
7238 - Electrician Supervisor I  
7244 - Power Plant Supervisor I  
7255 - Power House Electrician Supervisor I  
7256 - Electric Motor Repair Supervisor I  
7257 - Communication Line Supervisor I  
7273 - Communication Line Worker Supervisor II  
7275 - Telecommunications Technician Supervisor  
7276 - Electrician Supervisor II  
7279 - Powerhouse Electrician Supervisor II  
7285 - Transmission Line Worker Supervisor II  
7287 - Supervising Electronic Maintenance Technician  
7308 - Cable Splicer  
7318 - Electronic Maintenance Technician  
7319 - Electric Motor Repairer  
7329 - Electronics Maintenance Technician Assistant Supervisor  
7338 - Electrical Line Worker  
7345 - Electrician  
7350 - Transmission and Distribution Line Worker  
~~7363 - Power House Electrician~~  
7390 - Welder  
7430 - Assistant Electronic Maintenance Technician  
7432 - Electrical Line Helper  
7480 - Power Generation Technician I  
7482 - Power Generation Technician II  
7484 - Senior Power Generation Technician  
7488 - Power Generation Supervisor  
7510 - Lighting Fixture Maintenance Worker  
9240 - Airport Electrician  
9241 - Airport Electrician Supervisor  
9242 - Head Airport Electrician  
9354 - Elevator and Crane Technician  
9358 - Crane Mechanic Supervisor

## **ARTICLE I - REPRESENTATION**

and any and all employees assigned to new or different classifications hereafter who perform work within the scope of work covered by this Agreement or are accreted to bargaining Unit ~~1-1~~ 3 pursuant to the procedures of the Employee Relations Ordinance.

3. The work covered by and subject to the terms and conditions of this Agreement shall be that work that upon execution of this Agreement is currently being assigned to employees in Bargaining Unit ~~1-1~~ 3 in the classifications heretofore enumerated and/or claimed by IBEW Local 6.

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

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

### **I.C. NO WORK STOPPAGES**

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

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

6. Administrative Code Section 16.215 is incorporated herein and made a part hereof as if set forth in its entirety.

### **I.E. MANAGEMENT RIGHTS**

7. The City and County of San Francisco and its Departments retain all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Service rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include but are not limited to the power, duty and right to: direct the work of employees; hire, promote, demote, transfer, assign and retain employees; suspend or terminate employees for proper cause; relieve employees of duties because of lack of work or funds; establish performance standards and evaluate employees; determine and implement the methods, means, assignments, classifications and personnel by which its operations are to be conducted; and to initiate, prepare, modify and administer its budget. The City and its Departments have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this paragraph do not conflict with any term or condition of this Agreement.

### **I.F. OFFICIAL REPRESENTATIVES AND STEWARDS**

1. Official Representatives

**ARTICLE I - REPRESENTATION**

8. 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 a total of five (5) employee members should be present at such meetings and the City disagrees, the Union shall discuss the matter 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.
9. 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.
10. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
11. 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

12. a. The Union shall have the right to appoint Stewards who shall be under the direction of the Business Manager of the Union where employees are employed under the terms of this Agreement. The Union shall provide the City with a written list of Stewards and their work locations, and shall notify the City of any changes in the designation of Stewards.
13. b. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.
14. c. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances.

**I.G. AGENCY SHOP**

1. Application

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

## **ARTICLE I - REPRESENTATION**

### 2. Religious Exemptions

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

### 3. Payroll Deductions

17. a. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions for the Union. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.
18. b. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over the Union all sums withheld for membership or service fees.
19. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, and any special membership assessments, and through that system, may make changes as may be required from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

### 4. Service Fees

20. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

### 5. Employee Lists

21. a. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted.
- b. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the City shall provide such list ~~on a computer diskette or other electronic medium~~ **electronically**. All reasonable



## **ARTICLE I - REPRESENTATION**

costs associated with such request shall be paid to the City by the Union.

22. c. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

### 6. Financial Reporting

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

### 7. Indemnification

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

### 8. New Hires

25. The City agrees to provide the Union with the names and classifications of newly hired employees on a quarterly basis. The City will provide such new employees with information regarding the Union and agency shop.

### 9. Data

26. The City will provide the Union the following data, for each employee in the covered classifications, on a quarterly basis within legal and reasonable administrative constraints.

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

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

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

## **I.H. GRIEVANCE PROCEDURE**

29. Any disputes arising between the Union and the City involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein. **Grievances must state the basis, section(s) violated and remedy sought, without prejudice to subsequent amendments.**

30. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and

## **ARTICLE I - REPRESENTATION**

shall be filed in writing with the appointing officer (step 3) within fourteen (14) working days of formal written notice to the Union of the proposed discipline or discharge.

31. Contract grievances not involving suspension or discharge, may be filed at either Step 1 or Step 2 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.
32. Time limits contained herein are procedural in nature and may be mutually waived by the parties.

### Procedural Steps

33. a. 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 without the formal intervention of the Union or the Director of the Employee Relations Division (ERD) shall not impair the position of either the Union or the Director of ERD in any subsequent dispute between the City and the Union which advances beyond this step.
34. b. Step 2: Any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and moved to 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 within fourteen (14) working days, either party may move the dispute to Step 3.
35. c. Step 3: All grievances involving disciplinary suspension or discharge and any contract grievance not satisfactorily resolved at Step 2 shall be moved in writing to the Appointing Officer for resolution within fourteen (14) working days. In the event that the dispute is not resolved at the Appointing Officer level within fourteen (14) working days either party may move the dispute to Step 4.
36. d. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the Employee Relations Director within fourteen (14) working days of receipt of the Appointing Officer's decision. The Employee Relations Director shall review the appeal and may issue a decision no later than twenty (20) working days following the receipt of the appeal.
37. If the decision of the Employee Relations Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate. The Union must file a written appeal to arbitrate within twenty (20) working days from receipt of the Step 4 response.

### Selection of the Arbitrator

38. 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

**ARTICLE I - REPRESENTATION**

five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Service.

- 39. 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 may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
- 40. 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.
- 41. 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.

Discipline/Discharge

- 42. a. Probationary Employees:  
Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual as defined in Article II A – Non Discrimination, or on account of ~~race, color, creed, sex, religion, national origin, sexual preference, accommodable physical or mental handicap~~ or union activities.
- 43. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
- 44. b. Non-Probationary and Provisional Employees:  
Any permanent employee covered by this Agreement who is non-probationary may be disciplined for just cause. Any provisional employee covered by this Agreement who has served the equivalent of a probationary period may be disciplined for just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand and/or employee evaluation may not be used to support a disciplinary action.
- 45. c. Union Representation  
No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee, or any provisional employee who has served the equivalent of a probationary period, who requests the presence of a steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of his/her right

**ARTICLE I - REPRESENTATION**

to Union representation at such interview.

- d. "Skelly" Rights
46. Any permanent non-probationary employee or any provisional employee who has served the equivalent of a probationary period subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:
- 47. (1) Notice of the proposed action;
  - 48. (2) The reasons for the proposed action; and
  - 49. (3) A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
  - 50. (4) No discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least seven (7) work days in advance of the date such discipline is to take effect.

Expedited Arbitration for Termination

51. By mutual agreement, the parties may utilize the following procedures:

*Termination appeals will be filed directly at Step Four (Employee Relations Division).*

**Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors may be resolved through an expedited arbitration process.**

**The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.**

**Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.**

**In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.**

Termination Appeals

52. **By mutual agreement, the parties may utilize the following procedures:** *Termination appeals will be filed directly at Step Four (Employee Relations Division).* The parties agree

## **ARTICLE I - REPRESENTATION**

to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal to arbitration. **The parties may mutually agree to use the expedited arbitration process noted immediately above in lieu of regular arbitration.**

53. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all terminations. **In the absence of an agreed-upon arbitrator, the arbitrator will be selected in the manner prescribed in paragraph 38a.**

### **I.I. SENIORITY**

54. The parties agree that there shall be two types of seniority recognized for departmental operating purposes:

55. 1. City Seniority: the date of commencement of continuous city service.
56. 2. Classification Seniority: the date of certification from a Department of Human Resources eligible list to a permanent position. Temporary seniority shall not be considered.

57. In the event that two or more employee's seniority begins on the same date seniority shall be determined in accordance with Civil Service Rule 121.2.

58. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.

59. As such seniority lists relate to those bids contained within the Departmental MOU, any modification must be by mutual agreement and in writing.

### **I.J. BULLETIN BOARDS**

60. Reasonable space as may be mutually agreed between the parties shall be allowed on bulletin boards for use by the Union to communicate with employees. The parties further agree that all posted materials shall identify the author, be neatly displayed and shall be removed when no longer timely.

### **I.K. POSTING OF VACANCIES**

61. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than ten (10) calendar days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall be in standard announcement format. The posting of notices or announcements shall be subject to the grievance procedure. The appointment to the announced position shall not be subject to the grievance procedure.

## ARTICLE II – EMPLOYMENT CONDITIONS

### ARTICLE II - EMPLOYMENT CONDITIONS

#### II.A. NON DISCRIMINATION

62. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment.

**62a. Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Act of 1866.**

63. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints or sexual harassment outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.

#### II.B. PERSONNEL FILES

64. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.

65. Each employee shall have the right to review the contents of her/his file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.

66. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.

~~67. Upon written request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be sealed, provided the employee has no subsequent~~

## ARTICLE II – EMPLOYMENT CONDITIONS

~~disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision. Material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years of actual work from the date of the supervisor's written recommendation of discipline, shall not be used for disciplinary purposes provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.~~

68. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal non-consideration may be considered on a case-by-case basis, ~~depending upon the circumstances, by the Appointing Officer or designee.~~
69. With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

### II.C. PROBATIONARY PERIOD

70. ~~The probationary period for all new hires to permanent city employment shall be two-hundred fifty (250) regular work days of service, as defined and administered through the Civil Service Commission Rules.~~ The probationary period, as defined and administered by the Civil Service Commission ("Probationary Period") shall be as set forth herein:

2,080 hours for all new hires;

1,040 hours for a promotive appointment; and

520 hours for all other job changes that require serving a new probationary period, including but not limited to transfers and bumping. If the employee is returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.

71. ~~The probationary period for all promotive appointments shall be one hundred twenty five (125) regular work days of service, as defined and administered through the Civil Service Commission Rules.~~
72. ~~The probationary period for all other job changes that require serving a new probationary period (such as transfer, bumping, etc.,) shall be sixty three (63) regular work days of service, as defined and administered through the Civil Service Commission Rules.~~
73. The Appointing Officer and the Union may extend the duration of the probationary period by mutual consent.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.D. TRAVEL REIMBURSEMENT**

1. Travel Expense

74. a. No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 pursuant to paragraph 74 of the parties’ 2010-2012 Agreement shall receive a one-time lump sum payment equal to the amount of Travel Expense pay that they received in Fiscal Year 2011-2012. ~~Employees who reside within the City and County of San Francisco and are assigned to work at the following locations shall be reimbursed for travel expenses to and from these locations in the amount specified per day:~~

<u>Work Location</u>	<u>Daily Expense</u>
<u>San Francisco International Airport</u>	<u>\$2.30 per day</u>
<u>Sharp Park</u>	<u>\$2.30 per day</u>
<u>Millbrae</u>	<u>\$2.00 per day</u>
<u>Sunol</u>	<u>\$7.00 per day</u>

- ~~75. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Civil Service Commission stating that their legal residence is at a particular address in the City and County of San Francisco.~~

2. Use of Private Automobile on City Business

76. a. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.
77. b. Employees using their own vehicle for City business at the request of the employer or the employer’s representative shall be reimbursed for mileage at the rate allowed by the IRS and for all necessary parking and toll expenses.
78. c. The City agrees to appropriate sufficient funds to the Assessor’s Office, the Department of Public Works and the Treasurer’s Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.
79. d. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and shall receive the mileage allowance in accordance with the IRS allowance:

- 6248 Electrical Inspector
- 6249 Senior Electrical Inspector
- 6250 Chief Electrical Inspector



**ARTICLE II – EMPLOYMENT CONDITIONS**

80. e. Employees regularly assigned to work locations outside of the City and County of San Francisco who are required to transport themselves to a location more than 30 minutes travel time from their regularly assigned location, shall not be required to travel on their own time as to that portion of the trip which exceeds 30 minutes.

**II.E. SUBSISTENCE PAY**

81. Employees shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.32, seven (7) days a week, for room and board for such period as the employee is required to live away from the employee's place of residence. Such maintenance shall not be considered as wages and shall be paid by separate check.

**II.F. COMPLIANCE WITH CODES**

82. All work performed by employees covered by this a Agreement shall conform to all applicable codes.

**II.G. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS**

83. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the fee for the renewal of such certificate, registration or license. This provision shall not apply to a class “C” drivers license.

**II.H. FINGERPRINTING**

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

**II.I. WORKFORCE REDUCTION**

1. Obligation to Meet & Confer on Employee Workloads

85. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.
86. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads, in the event the Union alleges that the reduction in force will result in unsafe or unhealthful working conditions.
87. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relation Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

88. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to “as needed,” or intermittent employees or employees hired for a specific period of time or for the

**ARTICLE II – EMPLOYMENT CONDITIONS**

duration of a specific project or employees who are bumped from their position.

**3. Layoff Procedures**

89. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that effected the layoff in question prior to City-wide bumping.

**II.J. SUBCONTRACTING**

**1. "Prop J." Contracts**

90. 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.
91. 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.
92. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
- (1) possible alternatives to contracting or subcontracting;
  - (2) questions regarding current and intended levels of service;
  - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
  - (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
  - (5) questions relating to the effect on individual worker productivity by providing labor saving devices.
93. 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**

94. 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.
95. 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

**ARTICLE II – EMPLOYMENT CONDITIONS**

Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.

96. 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.

**3. Job Order Contract Notification Requirements**

**96a. a. At the time the City issues an invitation for a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.**

**96b. b. Twenty days prior to the time the City issues a Task Order/Work Order funded by a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building Trades Council of any such task order/work order.**

**96c. c. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract and/or task order/work order, the employee organization must make its request to the appropriate department within ten calendar days after the receipt of the department's notice. The parties shall meet and discuss, within ten calendar days of receipt of request to meet and discuss, 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 employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.**

**96d. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting out decision(s) are present at the meeting(s) referenced in paragraph c.**

**96e. e. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.**

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

97. All base wage increases shall be rounded to the nearest salary grade.
98. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Unit-Wide Base Wage Increases

99. ~~Effective July 1, 2006, a~~ All members of the bargaining unit shall receive a **the following** base wage increases: ~~of 7.0% in exchange for their agreement to resume paying their own employee retirement contribution to SFERS in the amount of 7.5% of covered gross salary.~~

Effective July 1, 2013: 1%

Effective January 4, 2014: 1%

Effective March 29, 2014: 1%

99a. Internal Adjustments

Effective July 1, 2012, the following classes shall receive the specified internal adjustments:

7229 Transmission and Line Supervisor I: 15% wage increase

7255 Power House Electrician Supervisor I: 5% wage increase

7285 Transmission Line Worker Supervisor II: 15% wage increase

7319 Electric Motor Repairer: Parity with 7371 Electrical  
Transit System Mechanic

7480 Power Generation Technician I: 15% wage increase

7482 Power Generation Technician II: 15% wage increase

7484 Senior Power Generation Technician: 15% wage increase

7488 Power Generation Supervisor: 15% wage increase

7510 Lighting Fixture Maintenance Worker: 5% wage increase

## **ARTICLE III – PAY, HOURS AND BENEFITS**

### **III.B. MAINTENANCE AND CHARGES**

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

### **III.C. WORK SCHEDULES**

#### 1. NORMAL WORK SCHEDULES

101. Unless otherwise provided in this Agreement, a “normal work day” is a tour of duty of eight (8) hours completed within not more than nine (9) hours. The normal work week for employees covered by this agreement is 40 hours.
102. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties. **The parties agree to the process outlined in Appendix B-3, paragraph 4 to resolve work schedule issues. Dates referenced in Appendix B-3 shall not apply to anything other than Appendix B-3.**

#### 2. FLEX-TIME SCHEDULES

103. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, 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.

#### 3. ALTERNATE WORK SCHEDULES

104. 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.

#### 4. PART-TIME WORK SCHEDULE

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

#### 5. EXCEPTIONS

106. a. The 20-20 Educational Program.
107. b. Specially funded training programs approved by the Department of Human Resources.

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

108. 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.
109. d. Work schedule – Remote Locations. 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.
110. e. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
111. 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.
112. 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.
113. 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 reduced work week.
114. g. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
115. (1) 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.
116. 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

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

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.

- 117. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
- 118. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
- 119. (b) 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.
- 120. (3) 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.

~~121. h. Notwithstanding the provision of Article III.C.5.g. above, covered employees shall take twelve (12) unpaid furlough days in fiscal year 2010-2011 and twelve (12) unpaid furlough days in fiscal year 2011-2012 with the total amount of unpaid furlough days in fiscal year 2011-2012 based on specific economic projections pursuant to paragraphs 128-131, using the following procedures:~~

- ~~122. 1. Employees may take unpaid furlough days in hourly increments, subject to a four-hour minimum.~~
- ~~123. 2. All unpaid furlough days must be scheduled no less than 5 working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.~~
- ~~124. 3. Subject to the operational needs of the department, covered employees shall take one (1) mandatory unpaid furlough day on the day before the Thanksgiving Holiday and the four (4) mandatory unpaid furlough days during the weekdays between the Christmas and New Year's Day holidays.~~
- ~~125. 4. If more than half of the remaining unpaid furlough days in each fiscal year are not scheduled on or before January 15 in each respective fiscal year, the supervisor will schedule any remaining days in consultation with the employee. All remaining furlough days not scheduled on or before May 1 in each respective fiscal year will be scheduled by the supervisor. The Employee Relations Director will be available to assist in the resolution of disputes over scheduling of furlough days. If an employee does not submit a request for furlough days (or if he/she does not cooperate in the resolution of any dispute over scheduling of~~

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

~~furlough days), days off will be assigned to him/her by management.~~

~~126. 5. Employees may elect to use unpaid furlough days on any day(s) when departments notify employees that there are inclement weather conditions, lack of work, shortage of supplies, traffic conditions, or other unusual circumstances.~~

~~127. 6. For the purpose of determining eligibility for overtime payment, the unpaid furlough days in paragraph 121 shall be considered time worked.~~

~~128. 7. In the event the City's FY 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-12 to be less than \$261 million, the parties agree to reduce the twelve (12) unpaid furlough days (or corresponding equivalent concessions) according to the following schedule:~~

~~129. (a) Deficit of \$150-\$261 million: to five (5) unpaid furlough days to be taken by employees in FY 2011-12.~~

~~130. (b) Deficit from \$100 up to \$150 million: to three (3) unpaid furlough days for FY 2011-12.~~

~~131. (c) Deficit less than \$100 million: to zero (0) unpaid furlough days.~~

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

1. Normal Work Schedule

132. 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

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

**III.E. ADDITIONAL COMPENSATION**

1. NIGHT DUTY DIFFERENTIAL

134. ~~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% be shall paid for the entire shift, provided at least ~~five (5)~~ **four (4)** hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.), ~~except for those employees participating in an~~



### ARTICLE III – PAY, HOURS AND BENEFITS

*authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.).*

135. ~~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% be shall paid for the entire shift, provided at least ~~five (5)~~ **four (4)** hours of the employee's shift falls 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.*

#### 2. STANDBY PAY

136. a. Employees (except those working at the Public Utilities Commission) who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that 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~~ **communication** device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
137. b. Employees of the Public Utilities Commission (“PUC”) who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties which are primarily administrative in nature.

#### 3. CALL BACK PAY

138. Employees (except those employees residing at remote locations in city-supplied housing, 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 standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

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

**4. AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY**

- 139. Eligible employees at the San Francisco Airport who are assigned by the appointing officer or designee to be on a rotational pager assignment, shall be paid \$30.00 per day when performing such assignment. In addition, if applicable, response to a page by phone or response to an inquiry by phone, whether the employee is on pager assignment or not, shall be paid at a minimum of one quarter hour worked or actual time spent, whichever is greater.
- 140. An employee who is required to return to work shall be granted a minimum of four (4) hours compensation at the applicable overtime rate.
- 141. Rotational pager assignment may not be required of an employee during an employee's vacation and/or the continuous days off before/after any vacation.

**5. LEAD ELECTRICIAN PREMIUM**

- 142. Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$10.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order material or to take the lead on any job when at least two employees in the same classification are working together and one acts as the lead.

7308	Cable Splicer
7318	Electronic Maintenance Technician
7319	Electric Motor Repairer
7338	Electrical Line Worker
7345	Electrician
7350	Transmission and Distribution Line Worker
7363	Powerhouse Electrician
9240	Airport Electrician
9354	Elevator and Crane Technician

- 143. Employees are not eligible to receive both Lead Electrician Premium and Acting Assignment Pay.

**6. OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM**

- 144. Represented inspectors who are OSHPD certified shall receive a premium of \$8.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City/County Jail construction.

**7. CERTIFICATION PREMIUM**

- 145. Any represented inspectors who hold a certification in the following categories shall be granted additional premium pay above the base rate per hour for each such certification as follows. The combined total of the premiums shall not exceed 5%. These premiums will be paid only when the certifications are current.

General Building Official	4%
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**ARTICLE III – PAY, HOURS AND BENEFITS**

Electrical Plan Review	2%
Electrical Inspection Certification by IAEEI and/or ICC	2%
Mechanical Inspector	2%
Residential Energy Code Specialist	1%

**8. CORRECTIONAL FACILITY PREMIUM**

146. A premium of \$1.50 per hour will be paid to Class 7345 and related classes working in a secured and restricted areas of the correctional facilities listed below:

- a. County Jail #3 in San Bruno
- b. Youth Guidance Center:
  - (a) 375 Woodside, San Francisco and
  - (b) Log Cabin Ranch in La Honda
- c. Hall of Justice in San Francisco
- d. San Francisco General Hospital
- e. County Jail #7
- f. County Jail #8

147. This premium shall not be added to the employee’s base rate of pay for the purpose of calculating overtime. The premium applies only to actual hours worked in restricted/secured areas.

**9. HEIGHT PREMIUM**

148. Any employee required to work from trusses, towers, swinging scaffolds, bos’n chairs, cranes and crane rigging (other than Class 9354), temporary staging or unguarded structures at a height of thirty (30) feet or more from the ground, water or supporting structure, shall receive \$.75 per hour over the regular rate of pay for hours so worked. This premium pay shall also apply to employees working under piers and working out of boats or barges.

**10. ACTING ASSIGNMENT PAY**

149. a. Employees assigned in writing by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if ~~all of the following conditions are met:~~ The employee is assigned to perform the duties of a higher classification for ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.

150. An employee who believes he/she is performing a substantial portion of the duties and responsibilities of a higher classification, ~~even though one or more of the above stated conditions are not met,~~ shall be entitled to file a claim for out-of-class pay with the department head. Denials for acting assignment pay shall be subject to the grievance procedure.

151. b. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule of the higher class which is at least

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

five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

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

**11. SUPERVISORY DIFFERENTIAL ADJUSTMENT**

153. The Department of Human Resources is authorized to adjust the compensation of a supervisory employee if:

154. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;

155. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;

156. 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;

157. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and

158. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.

159. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:

160. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.

161. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.

162. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

163. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.

164. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

#### **12. WASTE WATER TREATMENT FACILITY PREMIUM**

165. Employees who are assigned to work at a Waste Water Treatment Facility shall receive \$3.00 a day for each actual day worked at the facility.

#### **13. SKILLED NURSING FACILITY “PASS THROUGH”**

- ~~166. In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide “pass through” compensation for health care employees who are assigned to skilled nursing facilities (“SNF”) for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the state law requires an August 1 to July 31 window period for determining compliance with the “pass through;” and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:~~
- ~~167. The parties agree to provide for a premium to be paid to eligible employees employed at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.~~
- ~~168. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible “pass through” compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than, August 1, and terminate July 31 of each fiscal year for which funds are available.~~
- ~~169. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.~~
- ~~170. This premium shall continue only to the extent and for the time period provided by State legislation.~~

#### **14. UNDERWATER DIVING PAY**

171. ~~Effective July 1, 2007, e~~ Employees shall be paid \$12.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.

### **III.F. OVERTIME COMPENSATION**

172. 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

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- 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 which may include a night differential if applicable.
173. Employees working in classifications that are designated in Article II of 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 or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
174. There shall be no eligibility for an 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.
175. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computing a work week for overtime purposes.
176. 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. **The provisions of paragraphs 176 and 177 do not apply to mandatory emergency overtime, which is to be compensated at the rate of time and one half.**
177. For the purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used.
178. 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.
179. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half pursuant to the provisions herein.
180. 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 overtime 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.
181. 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

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compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

**1. OVERTIME & SHIFT PRACTICES**

182. The parties agree that, except as specifically referenced herein for all departments ~~except Department of Public Transportation~~, all current shift and overtime practices shall remain in effect for the duration of the Agreement. ~~Unless~~ changed by mutual agreement by the Union and the affected department.

**2. RECORDATION OF OVERTIME**

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

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

185. 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**

186. 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)

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

188. 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 is a holiday.

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

189. 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,

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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 Administrative Code Section 16.4. Those employees who work on a Friday that 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.

#### **2. HOLIDAY COMPENSATION FOR TIME WORKED**

190. Employees required by their respective appointing officers to work on any of the above designated or observed 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 (i.e. 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked. 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.
191. 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.

#### **3. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY**

192. 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.
193. 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.

#### **4. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

194. 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.

#### **5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

195. Persons employed for holiday work only, or persons employed on a part-time work schedule



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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.

**6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

- 196. a. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
- 197. b. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive 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.
- 198. c. 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.

**7. FLOATING HOLIDAYS**

- 199. Covered employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee may carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee's total floating holiday balance at any time shall not exceed ten (10) floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken.

**199a. Employees shall receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013, which shall be administered in the same manner as the floating holidays in the paragraph above.**

**8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

- 200. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment may, at the sole discretion of the appointing

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authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

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

201. 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. VOLUNTEER/PARENTAL RELEASE TIME**

202. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).

203. 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.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

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

206. 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.

207. 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.

208. c. For purpose of this Section, appointment to a position with a higher salary

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schedule shall be deemed promotive.

**2. NON-PROMOTIVE APPOINTMENT**

209. An employee following completion of six months of continuous service 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.

**3. APPOINTMENT ABOVE ENTRANCE RATE**

210. 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:

1. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in the appointee's former classification.
2. Loss of compensation would result if appointee accepts position at the normal step.
3. A severe, easily demonstrated and documented recruiting and retention problem exists.
4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

**4. REAPPOINTMENT WITHIN SIX MONTHS**

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

**5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT**

**a. Transfer**

212. 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.

**b. Reemployment in Same Class Following Layoff**

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213. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

c. Reemployment in an Intermediate Class

214. 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.

d. Reemployment in a Formerly Held Class

215. 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.K. METHODS OF CALCULATION**

BI-WEEKLY

216. 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.

PER DIEM OR HOURLY

217. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

**III.L. SENIORITY INCREMENTS**

1. ENTRY AT THE FIRST STEP

218. 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.

2. ENTRY AT OTHER THAN THE FIRST STEP

219. 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 may accrue

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following completion of the required service at this step and at each successive step. Appendix C contains the list of represented classifications appointed at the Fifth (5<sup>th</sup>) Step.

**3. DATE INCREMENT DUE**

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

**4. EXCEPTIONS**

221. 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.

222. 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:

223. (1) An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees 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.

224. (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.

225. (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 full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:

226. (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.

227. 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

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actual paid service.

228. (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.

229. (5) Satisfactory Performance  
Notwithstanding the above paragraphs, an employee's scheduled step increase may be denied if the Appointing Officer or designee determines that the employee's performance has been unsatisfactory. In the absence of a recommendation to deny a step increase, an employee shall receive his or her scheduled step increase. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice prior to the employee's salary anniversary date of any intent to withhold a step increase and the basis for such withholding. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.

230. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s), and any facts underlying the performance evaluation(s) or other relevant information, may be used as evidence by either party in an expedited grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

231. If an employee's step increase is withheld, that employee shall be eligible for a step increase upon his/her next anniversary (increment) due date, provided, however, that, at any time before that date, the Appointing Officer, in his or her sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed. An employee's anniversary date shall be unaffected by this provision.

232. Withholding of step advancement shall not affect an employee's wage increases as provided for in Article III.A. Wages.

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

233. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so

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

234. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

#### III.N. STATE DISABILITY INSURANCE (“SDI”)

235. Employees covered by this Agreement shall be enrolled in the State Disability Insurance (“SDI”) program.
236. The payment of sick leave pursuant to Rule 120 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 her/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.

#### III.O. WORKERS COMPENSATION

237. 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.P. HEALTH BENEFIT CONTRIBUTIONS

##### 1. EMPLOYEE HEALTH CARE

238. 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. Subsequent City contributions will be set pursuant to the Charter.

##### 2. DEPENDENT HEALTH CARE PICK-UP

239. The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

##### 3. MEDICALLY SINGLE EMPLOYEES

240. **From July 1, 2012 to December 31, 2013,** for "medically single" employees, (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits) **enrolled in health plans other than the highest cost plan,** the City shall contribute all of the premium for the employee's own health care benefit coverage. ~~For FY 2011-12 and thereafter, for all employees enrolled in the highest cost plan City Plan in the medically-single/Employee-Only category, the City's contribution will be capped at an~~

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*amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the ~~City Plan~~ **highest cost plan** in this category must pay the difference between the capped amount of the ~~City Plan~~ **highest cost plan** described above and the cost of ~~City Plan~~ **the highest cost plan** coverage in the medically-single/Employee-Only category.*

**240a. Effective January 1, 2014, for “medically single employees” (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the “medically single employee” (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City’s premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.**

~~241. For FY 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically-single/Employee-Only category, the City’s contribution will be capped at an amount equivalent to the cost of the second highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of City Plan coverage in the medically-single/Employee-Only category.~~

**241a. Effective January 1, 2014, for “medically single employees” (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.**

242. If an employee’s work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

**4. DENTAL COVERAGE**

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

244. 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.

**244a Effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.**

**5. CONTRIBUTIONS WHILE ON UNPAID LEAVE**

245. As set forth in Administrative Code Section 16.701(b), covered employees who are not in



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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.

246. 6. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND

The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1.

### **III.Q. RETIREMENT**

247. ~~Effective July 1, 2006, r~~ Represented employees agree to pay their own employee retirement contribution ~~in an amount equal to seven and one-half percent (7.5%) of covered gross salary.~~ For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up ~~the remaining one-half percent (0.5%) of the total eight percent (8%)~~ employee retirement contribution to SFERS.

248. Any City pick-up of employee's retirement contribution 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.

249. 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.

#### PRE-RETIREMENT SEMINAR

250. 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.

251. 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.

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

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

### **III.R. LONG TERM DISABILITY INSURANCE**

254. The City shall provide to represented employees with six months continuous service a Long Term Disability (LTD) benefit that provides, after a one hundred eighty (180) day

### **ARTICLE III – PAY, HOURS AND BENEFITS**

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.S. JURY DUTY**

255. 1. An employee shall be excused from work on a work day on which she/he performs jury service, providing she/he gives prior notification to her/his supervisor.
256. 2. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.
257. 3. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

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

258. To the extent that this agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

#### **III.U. VACATION**

259. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16 (dated 12/94).

#### **III.V. ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE**

260. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

**ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

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

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

- 261. Represented employees shall be on paid status when assigned to attend required educational programs.
- 262. Subject to the following conditions, the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours:
  - 263. All training/course work must be approved in advance, in writing by management;
  - 264. Requested training/course work must be beneficial to needs of the department and the performance of duties consistent with the employee's current classification;
  - 265. Prior to reimbursement the employee must provide proof of successful completion of the training/course, and;
  - 266. Departments reserve the right to request employees demonstrate proficiency in training/course material within thirty (30) days of completing the training/course.
- ~~267. PROFESSIONAL DEVELOPMENT — Each covered employee shall receive a one time lump sum of two hundred and fifty dollars (\$250.00) to be paid in July 2006 for the purpose of training and professional development.~~

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

- 268. The City agrees to allocate \$5,000.00 to a Tuition and Training Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement. Employees in said classifications may not receive more than five hundred dollars (\$500) each per fiscal year from this special allocation. The provisions of the Reimbursement Fund are attached as Appendix to this agreement.
- 269. If any portion of the allocated funds under either section remain unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year not to exceed \$7,500.00 and available to be expended.

**IV.C. RETRAINING AND EDUCATION CLASSES**

- 270. When the Appointing Officer of a particular classification represented by the Union requires an employee to attend retraining classes or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits.

**ARTICLE V – WORKING CONDITIONS**

**ARTICLE V - WORKING CONDITIONS**

**V.A. PROTECTIVE CLOTHING**

271. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge.

**V.B. WORK CLOTHING**

272. The City agrees to continue the current practice of providing protective work clothing to employees in classifications, 7319 Electric Motor Repairer, 7430 Assistant Electronic Maintenance Technician, 7432 Electrical Line Helper, 7308 Cable Splicer, 7338 Electrical Line Worker, **7229 Transmission Line Supervisor I**, 9240 Airport Electrician, 9354 Elevator and Crane Technician, 7345 Electrician, 7318 Electronic Maintenance Technician, 7390 Welder, 7510 Lighting Fixture Maintenance Worker, 6248 Electrical Inspector, 6249 Senior Electrical Inspector, 7238 Electrician Supervisor I, 7329 Electronics Maintenance Technician Assistant Supervisor, and 7350 Transmission and Distribution Line Worker.

273. Employees in the above mentioned classes will be provided five (5) sets of coveralls, shop coats or other protective clothing as agreed upon by the individual department and the Union. A lesser number of sets of protective work clothing may be mutually agreed upon for specific classifications by the Union and individual departments. The cost of the protective work clothing, laundry of the same, shall be paid by the City. Where the parties agree to provide reimbursement in lieu of providing protective work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash work clothing allowance which shall be no less than \$125.00 per year. In all cases where protective work clothing has been provided, the employee shall be required to wear such clothing during the performance of their duties.

274. When employees working in classifications covered by the terms of this MOU are performing their normal work duties in the rain, they shall be provided adequate foul weather gear.

**274a. The City agrees to provide safety shoes to represented employees every eighteen (18) months.**

**V.C. TOOL INSURANCE**

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

276. 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.

277. 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.

278. 3. Upon approval of this Agreement and prior to any losses, the employee must submit

## **ARTICLE V – WORKING CONDITIONS**

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.

279. 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.
280. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
281. 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.
282. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
283. 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.
284. 6. In case of damage due to fire, the requirements of ~~Section E above~~ **this section** shall be followed with the exception that verified reports need not be filed with the police.
285. 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).
286. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

### **V.D. HEALTH & SAFETY**

287. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.
288. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.

## **ARTICLE V – WORKING CONDITIONS**

289. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.
290. If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee reassignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
291. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.
292. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
293. After receipt of the appeal, the Appointing Officer will contact the Union within 3 working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
294. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
295. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

### **V.E. SAFETY EQUIPMENT**

296. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
297. The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses may at the discretion of the Appointing Officer, be provided with prescription safety glasses.

**ARTICLE V – WORKING CONDITIONS**

**V.F. SUBSTANCE ABUSE TESTING**

298. ~~Not later than September 30, 2006,~~ The City and Union shall begin meeting and conferring in regard to implementing a substance-abuse testing program for safety-sensitive employees in positions that are not currently covered by the federal Department of Transportation testing regulations. **If the parties cannot reach agreement on or before January 13, 2013, Arbitrator Robert Hirsch shall be retained to issue an advisory arbitration decision on or before March 15, 2013.**

**V.G. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM**

Employee Assistance Program Advisory Committee

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

**ARTICLE VI – SCOPE**

**ARTICLE VI - SCOPE**

- 300. The parties recognize that recodifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
- 301. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

**VI.A. SAVINGS CLAUSE**

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

**VI.B. REOPENER**

- 303. 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.
- 304. Any agreements reached will be incorporated into the MOU by way of amendment of the MOU.

**VI.C. ZIPPER CLAUSE**

- 305. 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 except as otherwise provided herein.
- 306. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

**VI.D. DURATION OF AGREEMENT**

- 307. This Agreement shall be effective July 1, 2010~~2~~, and shall remain in full force and effect through June 30, 2012~~4~~, with no reopeners except as specifically provided herein.



IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 20102.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

\_\_\_\_\_  
Micki Callahan  
Director, Department of Human Resources

\_\_\_\_\_  
~~John J. O'Rourke~~ **Timothy J. Donovan**  
Business Manager, Financial Secretary

\_\_\_\_\_  
Martin R. Gran  
Employee Relations Director

\_\_\_\_\_  
Kevin Hughes  
Assistant Business Manager

\_\_\_\_\_  
Michele Modena  
Chief Negotiator

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

\_\_\_\_\_  
Elizabeth Salveson  
Chief Labor Attorney

## APPENDIX A

### EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

#### 1. WHO MAY APPLY FOR REIMBURSEMENT

- A. Any employee ~~or officer~~ holding regular appointment to a full-time, permanent position within the City service and who has served a minimum of one (1) year continuous permanent service in any class immediately prior to receipt of application, may apply for tuition reimbursement in accordance with the provisions of this rule and the provisions of the Administrative Code.
- B. ~~Applications for reimbursement shall be prepared in duplicate on a special form provided by the Department of Human Resources. The original of such form shall be forwarded to the Department of Human Resources, and a copy shall be retained by the employee. Such application for reimbursement shall be made prior to the date of enrollment in the course and if approved by the Human Resources Director, reimbursement shall be subject to successful completion of the course and availability of funds.~~ **In order to receive reimbursement, employees must complete the General Tuition Reimbursement Form and have it signed by their supervisor. Upon supervisory approval, employees must upload the PDF document into the Online Tuition Reimbursement System when submitting a Pre-Approval Request. Such application for reimbursement shall be made prior to the date of enrollment in the course, and if approved by Human Resources in the Online Tuition Reimbursement System, reimbursement shall be subject to successful completion of the course and availability of funds.**

**Should an employee not have access to the technology necessary for an on-line process, the General Tuition Reimbursement Form will be available through departmental human resource personnel, and the reimbursement process will be facilitated through this staff.**

#### 2. TRAINING FOR PROMOTION OR ADVANCEMENT

- A. An eligible employee ~~or officer~~ may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the Charter, the employee ~~or officer~~ shall be reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

## *APPENDIX A*

- B. No reimbursement shall be made if the employee ~~or officer~~ is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.

### 3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

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

### 4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED

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

**APPENDIX B**  
**PAST PRACTICES and DEPARTMENTAL WORKING CONDITIONS –**  
**IBEW LOCAL 6**

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**Appendix B-2:** Overtime distribution Policy -- Electrical Inspection Division of Department of Building Inspection

**Appendix B-3: NERC Compliance at Moccasin and Early Intake Powerhouses**

**APPENDIX B**

**I. WORKWEEK AND HOURS**

A. The normal work week for the following work assignment locations shall be forty (40) hours per week, Monday through Friday:

1. Department of ~~Telecommunications and Information Services~~ **Technology** Public Safety Wire **Section** ~~Communications Division~~ and Telecommunications **Facilities** **Section** ~~Division~~
2. Port Authority **of San Francisco**
3. Department of Building Inspection
4. S.F. Airport, Building Maintenance (not airfield maintenance)
5. Department of Public Works
6. Public Utilities Commission Water Department
7. Public Utilities Commission Hetch-Hetchy Water and Power, except Moccasin Power House and Early Intake
8. ~~Department of Parking and Traffic~~
9. Public Library
10. Recreation and Parks Department
11. Sheriff's Department
12. War Memorial
13. Laguna Honda
14. Public Utilities Commission Wastewater Enterprise

B. The normal work week for the following work assignment locations shall be forty (40) hours per week; five (5) consecutive 8 hour days within one (1) week:

- San Francisco Airport, Airfield maintenance (all shifts)

C. Hetch-Hetchy Moccasin Powerhouse and Early Intake Powerhouses – Powerhouse Operators (classes 7480, 7482 and 7484)

1. Moccasin Powerhouse

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following cycle:

## ***APPENDIX B***

A twenty-eight day cycle of:

1. 4 consecutive 12 hour day shifts and one (1) four hour day shift, then 6 days off;
2. 4 consecutive 12 hour night shifts, then two (2) days off;
3. 3 consecutive 12 hour day shifts, then one (1) day off;
4. 3 consecutive 12 hour day shifts, then two (2) days off.

All day shifts begin at 6 a.m. All night shifts begin at 6 p.m.

There shall be one class 7484 (Sr. Power Gen. Tech.) administrative shift at Moccasin Powerhouse which shall be scheduled on a "4/10" basis. Assignment will be for an eight (8) month duration.

### **2. Early Intake**

The Early Intake schedule consists of a series of six 40-hour work weeks, consisting of work weeks containing either four (4) 10-hour days or five (5) 8-hour days as follows:

1. 3 consecutive days off.
2. 4 consecutive 10-hour days on.
3. 3 consecutive 8-hour days on.
4. 2 consecutive days off.
5. 7 consecutive 8-hour days on.
6. 5 consecutive days off.
7. 4 consecutive 10-hour days on.
8. 3 consecutive 8-hour days on.
9. 2 consecutive days off.
10. 7 consecutive 8-hour days on.
11. 2 days off.

**APPENDIX B**

D. Dayshifts – Monday Through Friday Work Weeks:

The following shift hours are to be observed at the following work locations:

- 1) Department of ~~Telecommunications and Information Services~~ **Technology** –

**Day Shift:** Public **Safety Wire Section** ~~Communications Division;~~ 7:00 a.m. - 3:30 p.m.

Telecommunications **Facilities Section** ~~Division:~~ 7:30 a.m. - 4 **3:30** p.m.

~~Swing Shifts, Monday through Friday Work Weeks: Department of Telecommunications and Information Services Public Safety Wire Communication Division~~ **Section:** 3:00 p.m. - 11:00 p.m.

~~Graveyard Shift Hours – Monday through Friday Work Week: Department of Telecommunications Public Safety Wire Communications Division~~ **Section:** 11:00 p.m. - 7:00 a.m.

- 2) S.F. Airport Electric Shop; Building Maintenance **for all classes except 7318s:**

**Day Shift:** 7:00 a.m. - 3:30 p.m.

**Swing Shift:** 3:00 p.m. - 11:00 p.m.

**Graveyard Shift:** 11:00 p.m. - 7:00 a.m.

- 3) Public Utilities Commission

- a) Public Utilities Commission ~~Water Pollution Control~~ **Wastewater Enterprise:** staggered:

6:00 a.m. - 2:30 p.m.

6:30 a.m. - 3:00 p.m.

7:00 a.m. - 3:30 p.m.

- b) Public Utilities Commission (Water Department)  
Newcomb Street Yard: 7:00 a.m.- 3:30 p.m.  
Millbrae Yard: 7:00 a.m.- 3:30 p.m.

- c) Public Utilities Commission (Hetch-Hetchy Water and Power; Moccasin Line Shop, Moccasin Electric Shop and Warnerville Line Shop):  
7:00 a.m. – 3:30 p.m.

- 4) Department of Public Works  
2323 Chavez Street: 7:00 a.m. - 3:30 p.m.

- 5) Public Library: 7:00 a.m. - 3:30 p.m.

**APPENDIX B**

- 6) Recreation and Parks Department: 7:00 a.m. - 3:30 p.m.
- 7) Sheriff's Department: 7:00 a.m. - 3:30 p.m.
- 8) Port Authority of San Francisco: 7:30 a.m. - 4:00 p.m.
- 9) Department of Building Inspection: ~~8:00 a.m. - 5:00 p.m.~~ 7:30 a.m. - 4:30 p.m. or 8:00 a.m. - 5:00 p.m. for the front counter, rotating on a daily basis
- ~~10) Department of Parking and Traffic (staggered):  
6:00 a.m. - 2:30 p.m.  
8:00 a.m. - 4:30 p.m.<sup>1</sup>~~
- 11) War Memorial: 8:30 a.m. - 5:00 p.m.
- 12) Laguna Honda Electric Shop: 7:45 a.m. - 4:15 p.m.

E. Day Shifts - Five Consecutive Eight (8) Hour Days Within One (1) Week:

S.F. Airport - Airfield Maintenance and class 7318 Building Maintenance:

Day Shift: 7:00 a.m. - 3:30 p.m.

Swing Shifts, Monday through Friday Work Weeks:

*Department of Telecommunications and Information Services Public Safety Wire  
Communication Division  
~~3:00 p.m. - 11:00 p.m.~~*

Swing Shift Hours Applicable to Work Weeks of 5 Consecutive 8-Hour Day Within One (1) Week): S.F. Airport - Airfield Maintenance: 3:00 p.m. - 11:00 p.m.

Graveyard Shift: hours - 5 consecutive 8-hour days within one week.

~~S.F. Airport - Airfield Maintenance 11:00 p.m. - 7:00 a.m.~~

F. Day Shifts - Five Consecutive Eight (8) - Hour Days Within One (1) Week (Monday - Friday except as provided): Hetch Hetchy Water and Power, Moccasin Electronic Tech Shop

- 1. Public Utilities Commission (Hetch Hetchy Water and Power;  
Moccasin Tech Shop)  
7:00 a.m. - 3:30 p.m. or  
8:00 a.m. - 4:30 p.m.

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<sup>1</sup> Per letter dated August 15, 2000, the parties agreed to a shift time of 7:00 a.m. to 3:30 p.m. effective September 25, 2000.



## **APPENDIX B**

2. The San Francisco Public Utilities Commission's Hetch Hetchy Water and Power will assign workweek and work hours for employees in the Electronic Maintenance Technician Shop pursuant to Appendix ~~IB~~.F.1.
  - A. However, management may at its discretion assign up to 2 (two) 7318 Electronic Maintenance Technicians to a Sunday through Thursday workweek, with observed shift hours 7:00 a.m. to 3:30 p.m.
  - B. No less than once each year, each shift (meaning: workweek and work hours) shall be open to bidding. Bidding shall be conducted pursuant to numerals 2 – 6 as delineated in C. below. The scheduling of this bidding shall be at management's discretion.
  - C. In the event a vacancy occurs in the Sunday through Thursday shift , management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled using the following process:
    1. Vacancies shall be posted in all technician shops at Hetch Hetchy Water and Power for a period of five (5) working days.
    2. Bids from eligible employees must be filed within five (5) working days from the end of the posting period.
    3. The most senior eligible employee shall be assigned among those volunteering for the vacant assignment.
    4. If no volunteers bid, management may assign least senior eligible employee.
    5. Eligible employees shall be those non-probationary employees in classification 7318 Electronic Maintenance Technician, or in the case of provisional employees, those who have held an appointment in the class for a length of time equivalent to the probationary period.
    6. For the purposes of bidding, seniority shall be determined first by date of hire within the department, within the classification, to a permanent position; followed, for provisional employees, by date of hire within the department, within the classification. In the event of a tie, the tie shall be broken consistent with Civil Service Commission Rule 121.3.

The parties further agree that within thirty days of the execution of this Agreement, all Class 7318 Electronic Maintenance Technicians workweek and work hour assignments shall be filled pursuant to the bidding process described above.

Upon the request of the City, the Union will meet with the City to discuss the possibility of raising the number of 7318 Electronic Maintenance Technicians on Sunday to Thursday shifts.

### **G. Public Utilities Commission Power Generation and Power Management**

JULY 1, 2010~~2~~ - JUNE 30, 2012~~4~~ MOU BETWEEN CITY AND COUNTY  
OF SAN FRANCISCO AND ELECTRICAL WORKERS, LOCAL 6 (IBEW)

## APPENDIX B

The Union recognizes that PUC is changing operations in the field of power generation and power management and will continue to do so during the life of this Agreement. The parties agree to meet and confer consistent with the MOU to negotiate shift additions and changes consistent with such operations.

### ~~H. Graveyard Shift Hours Monday through Friday Work Week:~~

~~Department of Telecommunications Public Safety Wire Communications Division: 11:00 p.m. - 7:00 a.m.~~

~~Graveyard shift hours - 5 consecutive 8-hour days within one week.~~

~~S.F. Airport Airfield Maintenance 11:00 p.m. - 7:00 a.m.~~

### I. San Francisco International Airport Electrical Shop (Shifts and Shift Bidding):

#### 1. Shifts

A. ~~Management may assign up to two (2) 7510 positions to Monday through Friday Graveyard Shifts: 11:00 p.m. to 7:00 a.m.~~

B. ~~Management may assign up to two (2) 7318 positions to Swing Shifts consisting of:~~

~~1) One position Tuesday through Saturday, 3:00 p.m. to 11:00 p.m.~~

~~2) One position Sunday through Thursday, 3:00 p.m. to 11:00 p.m.~~

C. ~~Management may assign up to two (2) 7318 positions to Day Shifts consisting of:~~

~~1) One position Tuesday through Saturday, 7:00 a.m. to 3:00 p.m.~~

~~2) One position Sunday through Thursday, 7:00 a.m. to 3:00 p.m.~~

#### 2. Shift Bidding

A. Management will determine the schedule of probationary employees, and will allow them to rotate shifts, as is necessary to provide probationary employees with complete training.

B. Shifts and Regular Days Off for **all covered employees** 7510's and 7318's to be bid every four (4) months.

C. Final bid posting at least one (1) week before shift cycle.

D. Bids among 7510's and 7318's will be awarded by departmental seniority.

#### 3. Vacancies Between Bid Cycles

A. In the event a vacancy occurs on any shift between bid cycles, management

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may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled:

- 1) First, the most senior among those volunteering for the vacant assignment.
  - 2) Second, if no volunteers, management will assign least senior non-probationary employees within the classification, and not currently on shift, to fill the vacancy until the next bid cycle.
4. Seniority for the purposes of bidding means date of hire within affected class within the Department.
- J. Public Utilities Commission Water Supply and Treatment Division (Shifts and Shift Bidding)

1. Shift Bidding

- A. No less than once each year, each shift (including days off) within each section of the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard) shall be open to bid. This provision shall not preclude the scheduling of additional shift bidding periods within particular bid units upon mutual agreement of Management and the Union. The annual shift bidding period required herein shall be integrated with transfer bidding in order to effect transfers and shift selections in a single integrated process at least once annually.

Each location may have up to two shifts which shall be: Shift 1, 8:00 a.m. to 4:30 p.m., Shift 2, 3:30 p.m. to 12:00 a.m. or 4:00 p.m. to 12:30 a.m. The work week for both shifts at Water Supply and Treatment Division shall be Monday through Friday.

- B. Employees eligible to bid shall include all employees in the Water Supply and Treatment Division in class 7318, Electronic Maintenance Technician.
- C. At the time set by Management for the annual shift bidding period, the supervisor of each unit shall post for one (1) week shifts, and the number of employees in each classification to full such shifts, so that full-time employees described in paragraph B. above may submit their choices of shifts. Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.
- D. Assignments shall become effective two weeks after the end of the posting period (or at the nearest commencement thereto of the next pay period) and shall be awarded in accordance with Water Supply and Treatment Division seniority in class above, except that Management may deny or delay bids that effect special projects or which require special skills or specific experience related to a specific job.

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E. Management shall retain the right between posting period to change an employee's shift temporarily for training purposes or on account of unexpected operational demands. This period shall not exceed an aggregate of six (6) months for new hires and 120 days for existing 7318's transferring in to the Water Supply and Treatment Division from other Public Utilities Commission Divisions or other Departments, provided the 120-day exclusion can be extended in the event the employee has yet to demonstrate the ability to satisfactorily perform duties. In the case of changed operational demands requiring permanent shift changes, Management shall attempt to meet its requirements to change employee's shifts, first, through solicitation of volunteers, thereafter, by assignment by inverse seniority in the event insufficient voluntary shift changes are made to meet operational demands. Any person whose shift is changed involuntarily shall not be subject to the twenty-four (24) month exclusion rule contained in the transfer procedures notwithstanding that such employee may have been effected a successful transfer bid within twenty-four (24) months preceding an involuntary shift change pursuant to this provision.

### **2. Transfer Bidding Division Transfer Bidding**

A. There shall be a bidding system to effect transfer of employees once every twelve (12) months.

B. Employees in class 7318 shall be eligible to transfer between sections specific in 1.A., above.

C. Transfers shall be awarded on the basis of departmental seniority subject to the Employee's demonstrating that he/she is or becomes proficient in the job after on-the-job training not to exceed (6) months.

D. Employees who successfully bid and who are thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.

E. If the Water Supply and Treatment Division determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of employees entering or leaving such unit, subject to review at the Union's request pursuant to grievance procedure.

F. An employee is ineligible to exercise a bid, if such employee has been disciplined by suspension or more with the one (1) year period immediately preceding the opening of the application filing period.

G. Employee displaced by operation of the transfer bidding system, if any, shall be displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by Departmental classification seniority order.

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- H. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
  - I. Employees described in G. above shall be bid into the Units where vacancies described in H. above are determined to exist. Bids by such employees shall be awarded in accordance with Departmental classification seniority.
  - J. No person who is required to bid in accordance with H. through I. above shall be deemed to have exhausted his/her right to transfer nor shall he/she be subjected to a twenty-four (24) months preclusion period as described in D. above.
  - K. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, and shifts in a single integrated procedure.
3. Vacancy Bidding
- A. ~~Except as noted below, a~~All new or vacant positions **at the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard)** shall be subject to employees bids before employees from the outside are hired to fill any such new or vacant positions.
  - B. Eligible employees shall be those **in classes 7318 and 7345 within the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard)** ~~within sections described in 1.A.~~, where the new or vacant position is available and who are assigned the same classification as the new or open positions.
  - C. Vacancies as described in 3.A. above shall be posted in the sections where such vacancies occur for a period of five (5) working days.
  - D. Bids for eligible employees must be filed within five (5) working days from the initial date of posting.
  - E. Operational positions shall be awarded on the basis of Departmental classification seniority.
  - F. Exceptions may be made for training purposes of if the operation of this provision would be negatively impact service reliability, service standards or employee safety.
  - F. This procedure shall not apply to open or new positions existing at the time of the regular transfer and shift bidding periods. At such times, open or new positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift

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bidding procedures.

- G. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

## II. WORKING CONDITIONS

A. Break Periods.

Applies to All Employees In Unit 1-L

Two (2) break periods each shift of fifteen (15) minutes. One approximately two (2) hours after the start of the shift, the other approximately two (2) hours before the end of the shift.

B. Meals/Meal Periods.

1. (Not applicable to employees working straight eights or twelves.) In the event an employee works through his or her regularly scheduled meal period (approximately mid-shift) or is unable to take a meal period commencing within one hour before or after the start time of the regularly scheduled meal period, the employee shall be entitled to take up to a one-half hour meal period while on duty when there is a reasonable opportunity thereafter. Such meal period shall be (1) included as paid work time and (2) used for the purposes of determining if and when overtime begins.

2. Straight eight (8) or twelve (12) hour shifts: All straight eight (8) or twelve (12) hour shifts shall include time allotted to a meal period at approximately mid-shift. Employees on break for such meal periods shall be deemed to be in "on duty" pay status.

3. Free Meals Sheriff's Department: Meals are provided to unit employees assigned to the Sheriff's Department at County Jails #3, 7, 8 and 9 - free of charge.

4. Special Conditions Applicable to Recreation and Parks Department Employees Assigned to Camp Mather: Unit employees assigned to Camp Mather are entitled to one (1) paid travel day, each way to and from Camp Mather and a \$10/day meal voucher for each travel day pursuant to the Administrative Code. In addition, the employee is entitled to a free room with bed and access to bath and three free meals per day.

C. Preparation and Clean-up Time.

Reasonable preparation and clean-up time is allowed, appropriate to the work being performed (applicable to all unit employees).

D. Safety Practices.

1. The City acknowledges that for health and safety reasons, the Public Utilities Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

2. A minimum of two (2) employees shall be assigned to any work requiring entrance into an underground vault (applicable to ~~the Department of Telecommunications and Information Services~~ Technology, Public Safety Wire Section ~~Communications Division~~).

## APPENDIX B

3. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port **Authority of San Francisco**, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, and Public Utilities Commission (~~Clean Water~~ **Wastewater Enterprise**, Water Department and Hetch Hetchy Moccasin, Line, Tech Shop, Electric, and Warnerville Line Shop).
4. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.
5. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.
6. At the Department of Public Works, Bureau of Building Repair and/or Public Utilities Commission, employees assigned to the Wastewater Enterprise Division shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.
7. The city acknowledges for Health and Safety reasons, PUC staffs Moccasin Power House and Early Intake Division's powerhouse control room with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.
8. ~~—— All work practices at the Department of Parking and Traffic must meet the standards of the International Municipal Signal Association and the CalTrans Work Zone Safety Regulations.~~

### E. Safety Equipment.

The following safety equipment shall be provided by the City free of charge to employees assigned to the following work locations:

1. All necessary safety equipment: Department of Building Inspection; Port **Authority of San Francisco.**
2. Prescription safety glasses Upon request: S.F. International Airport (Airfield & Building Maintenance); Water Department (Millbrae and Newcomb); Port **Authority of San Francisco.**
1. Miscellaneous: Custom fit ear protection - S.F. International Airport (Airfield & Building Maintenance); all necessary high voltage equipment - S.F. International Airport (Airfield Maintenance); shower room and adequate time to shower when needed - Water Department (Millbrae Yard).

### F. Safety Meetings.

1. Safety meetings are held every payday on each shift with unit employees at the



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following jobsite locations:

- (a.) Department of ~~Telecommunications and Information Services~~ **Technology-Public Safety Wire Section** ~~Communications Division~~ and Telecommunications **Facilities Section** ~~Division~~
  - (b.) Port ~~Authority~~ **of San Francisco** Electric Shop
  - (c.) San Francisco Airport - Airfield Maintenance and Building Maintenance Shops
  - (d.) Department of Public Works Bureau of Building Repair and ~~Water Pollution Control~~
  - (e.) **Public Utilities Commission – Wastewater Enterprise and** Water Department - Millbrae and Newcomb Yards
  - (f.) ~~Department of Parking and Traffic~~
2. Safety meetings are held at least every ten (10) days on each shift with unit employees at the following jobsite locations:
- (a.) Recreation and Parks Department Electric Shop
  - (b.) Laguna Honda Electric Shop ~~(as designated by Department~~
3. Safety meetings are held at least once per month on each shift with unit employees at the following jobsite locations:
- (a.) Department of Building Inspections
  - (b.) Hetch Hetchy Water and Power; Moccasin Powerhouse and Early Intake
  - (c.) Public Library
  - (d.) War Memorial Electric Shop (in accordance with Cal-Osha requirements)
4. Other:
- (a.) Safety meetings are held with unit employees once per week at Moccasin Tech, Line, Electric and Warnerville Line Shop
  - (b.) Safety meetings are held with unit employees at the Sheriff's Department (Jail Nos. 3, 7, 8 and 9) as needed to meet Cal-Osha minimum standards.

### G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

Laguna Honda Electric Shop: An adequate number of uniforms shall be supplied by the department and shall be laundered free of charge.

### H. Security of Employees Effects and Tools.

Bargaining Unit employees at the following locations shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employees' duties.

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1. ~~Department of Transportation~~ all shops to which bargaining unit employees are assigned.
  2. Department of ~~Telecommunications and Information Services~~ **Technology**. (Rankin Street)
  3. Port Authority **of San Francisco**.
  4. San Francisco International Airport - Building Maintenance/Airfield Maintenance Shops.
  5. Department of Public Works - Cesar Chavez Street ~~and Water Pollution Control~~
  6. **San Francisco Public Utilities** - Water Department (Millbrae/Newcomb) **and Wastewater Enterprise**
  7. Hetch Hetchy Water and Power
  8. ~~Department of Parking and Traffic~~
  9. Public Library
  10. Sheriff's Department - Jail #8 and #9
- I. **Training and New Hire Training Periods.**
1. Department of ~~Telecommunications and Information Services~~ **Technology** - **Public Safety Wire Communications Division Section**: New hires not eligible for overtime shift coverage for first six months of employment.
  2. **San Francisco International Airport - Airfield Maintenance Only**: Newly hired 9240's assigned to day shift until the next shift rotation.
  3. **Hetch-Hetchy - Moccasin Power House and Early Intake**: New hires are assigned work shifts at management's discretion for 120 days. Thereafter employees are subject to shift cycle rotation.
  4. **Hetch-Hetchy - Tech, Line, Electric and Warnerville Line Shop**: New hires assigned at the discretion of supervisor.
- J. **Overtime, Vacation, and Shift Bidding; Vacation, Holiday Assignments**
1. Overtime:

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(1) Overtime assigned at discretion of supervisor. (Applies to Laguna Honda; Hetch Hetchy Moccasin, Tech, Line and Warnerville Line Shop; Public Library)

(2) Overtime assigned to employee working on the job first, thereafter assignment made at supervisor's discretion. (Applies to Port Authority of San Francisco; San Francisco Intl. Airport-Building Maintenance; Dept. of Public Works Bureau of Building Repair; Bureau of Water Pollution Control Wastewater Enterprise; Water Department; Dept. of Telecommunications and Information Services Technology, Telecommunication Facilities Section Division.

(3) Department of Technology Telecommunications—Public Safety and Wire Section Communications Division: See attached Appendix AB-1

(4) Department of Building Inspection: See Attached Appendix AB-2.

(5) S.F. International Airport Airfield Maintenance: Overtime is offered to employee with least number of accrued overtime hours.

(6) Moccasin Power House and Early Intake: Overtime offered by Powerhouse, by Powerhouse seniority in accordance with seniority lists established as of each January 1. Once through the list, then assignments are offered to employee with least number of "accrued overtime hours." Refusals count as "accrued overtime hours" for the purpose of overtime distribution.

(7) Department of Parking and Traffic: Weekend, holiday assignments and regular overtime assignments:

Weekend, Holiday Assignments:

Weekends are covered by one straight 8 hour shift: 7:00 am – 3:00 pm, paid at overtime. Assignment to Saturday, Sunday and holiday overtime is mandatory, made by rotation by alpha order. Holidays falling in the succeeding week to be covered by shift working the preceding Saturday and Sunday.

Regular Overtime Assignments:

Applies to non weekend, non holiday overtime. Regular overtime offered to employees with least number of O.T. hours. Regular O.T. is generally voluntary unless there are no volunteers, in which case, regular O.T. may be assigned by inverse seniority. Refusals of O.T. not counted to determine eligibility for an offer of regular O.T.; however, weekend and holiday O.T. is counted to determine eligibility for an offer of regular O.T.

(8) Recreation and Parks Department: Overtime seniority list established and overtime offered on basis of seniority. Once through the list, overtime offered to employee with least number of accrued hours. Refusals of offered overtime count as "accrued overtime

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hours for the purpose of overtime distribution." Overtime log book available for inspection at anytime. Regular overtime is generally voluntary; however, if there are no volunteers, overtime is assigned by reverse seniority.

### 2. Vacation

(1) Department of ~~Telecommunications and Information Services~~ Technology -- Public Safety Wire ~~Section and Communications~~: See attached Appendix ~~A-B~~-1.

(2) Vacation requests are granted on a first come, first serve basis at Hetch Hetchy Water and Power; Recreation and Parks Department; Department of ~~Telecommunications and Information Services~~ Technology --Telecommunications Facilities Section Division.

(3) Vacation in the following departments is granted pursuant to the following notice requirements:

(i) Port Authority of San Francisco --one (1) week notice on a first come, first serve basis. (Requests submitted less than five (5) working days of requested date will be considered)

(ii) Department of Building Inspection--five (5) days advance notice for vacations longer than five (5) working days. (Notice less than five (5) days will be considered)

(iii) San Francisco International Airport--Three (3) days notice required for all vacation requests. Granted on first come, first serve basis.

(iv) Department of Public Works--One (1) week notice, granted on first come, first serve basis. Requests submitted less than five (5) working days of a requested date will be considered.

(v) Water Department--24 hours notice for requests for vacation time of one (1) day or less, otherwise five (5) days notice. Vacation granted on the basis of seniority.

(4) ~~Department of Parking and Traffic~~: Vacation is bid, annually, based upon seniority (date of certification in classification). Bid period to be completed by April 1. After close of bid period, vacation requests granted on first come, first serve basis, based upon needs of department.

### 3. Shift Bidding

(1) Department of ~~Telecommunications and Information Services~~ Technology -- Public Safety Wire and Telecommunications Facilities Sections ~~Communications Division~~. See attached Appendix ~~A-B~~-1.

(2) San Francisco International Airport--Airfield Maintenance. Shifts open for bid every four (4) months. Shift bids awarded based upon seniority within classification.

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### K. Miscellaneous Conditions of Employment

#### 1. Sick Leave Use Rules:

- (a) In all departments except the Water Department, Recreation and Parks Department and Sheriff's Department, sick leave use is governed by the Civil Service Rules in effect as of June 30, 1997.
- (b) In the following departments, employees are required to "call in" prior to the start of the employee's shift in order for sick leave to be granted: Department of ~~Telecommunications and Information Services~~ **Technology**, San Francisco International Airport, Water Department, Hetch Hetchy, Moccasin, Tech, Line, Electric and Warnerville Line Shop, Public Library, and War Memorial (within 1 hour of start of shift) ~~and Department of Parking and Traffic (by 8:30 a.m.).~~

#### 2. Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations: San Francisco International Airport (all shops; microwave, stove, tables and chairs); Department of Public Works, Cesar Chavez Street, ~~and Water Pollution Control~~ **Wastewater Enterprise** (refrigerator, microwave, vending machines provided by outside vendors, tables and chairs); Water Department Millbrae Yard (refrigerator, microwave, tables and chairs); Public Library (in Main Library only); and War Memorial.

#### 3. Use of City Vehicles/Commute Transportation:

- (a) Port ~~Authority~~ **of San Francisco** Supervisors who have more than six (6) call backs for fiscal year may be authorized to take Port Vehicle home to be readily available for emergency response.
4. Port ~~Authority~~ **of San Francisco** Supervisors who call employees to respond to after-hours emergencies receive a minimum of two (2) hours pay for making calls.

L. Travel: Millbrae to Sunol and back; Water Department: Water Department employees assigned to Millbrae and who are temporarily assigned to Sunol (regardless of length of assignment) travel to and from Millbrae and Sunol in City-provided vehicles, on City time, reporting first to Millbrae. Such employees do not report directly to Sunol from their homes. (This provision does not address the possibility of future permanent assignments to Sunol.)

M. No-cost Parking: Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.

## APPENDIX B

### Appendix B-1: Past Practices

#### SCHEDULING OF LOCAL 6 MEMBERS WORKING AT DTIS:

7273 Communications Line Supervisor II  
7275 Cable Splicing Supervisor  
7257 Communications Line Supervisor I  
7308 Cable Splicer  
7338 Electrical Line Worker  
7432 Electrical Line Helper

All employees are assigned a 40 hour work week consisting of five eight hour days Monday through Friday.

#### OVERTIME

##### A. Detail Shift

Weekends are covered by a detail shift, swing (3:00pm – 11:00pm) and graveyard (11:00pm – 7:00am), on an overtime basis. The overtime shifts are assigned every six months and are distributed equally among Class 7338 the line workers and distributed equally among the 7273 Communications Line Supervisor IIs ~~one 7257 Communication Line Supervisor I~~. The line worker who is assigned the swing or graveyard shift on the weekend will work the same shift for the following week on Monday through Friday. When the ~~7257~~ 7273 works the swing or graveyard shift on the weekend a 7338 will be assigned the shift for the following week. This assignment is equally distributed among the 7338's.

The overtime portion of the detail assignment is voluntary – if an employee chooses not to work the overtime portion of the detail shift the employee must notify the Communications Line Supervisor II who will reassign the weekend shift. The Monday through Friday portion of the detail shift will not be reassigned.

Trades are allowed for the detail shifts and must be approved by the Communications Line Supervisor II. Overtime shifts may be traded but not given away.

*In the event of a callout requiring an additional person, Central Fire Alarm Station ~~fire alarm~~ will call the other 7257 for assistance. ~~If the other 7257 is not available the dispatcher will follow the Emergency Callout Procedures.~~*

##### B. Unscheduled Overtime

If a job cannot be finished during the regular working hours and must be finished on overtime basis, the crew working on the job will remain on an overtime basis until completion. This overtime is voluntary unless the job is declared an emergency by the Cable Splicing Supervisor or the Communications Line Supervisor II. If an emergency is declared the employees must stay until the job is completed or no longer constitutes an emergency.

This ~~rule~~ provision applies to 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, 7432 Electrical Line Helper, and 7308 Cable Splicer.

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### 7257 Communications Line Supervisor I

~~One 7257 will be assigned a detail shift in the rotation with the 7338 Electrical Line Workers. The other will be assigned to standby for street lighting emergencies from 3:30pm Friday until 7:00am Monday and will receive pager pay per MOU.~~

~~The senior supervisor will have the option to receive pager pay or be placed in the detail rotation.~~

~~In the event of a callout requiring an additional person fire alarm will call the other 7257 for assistance. If the other 7257 is not available the dispatcher will follow the Emergency Callout Procedures.~~

### C. Prearranged Overtime and Emergency Callout Procedures:

1. 7308 Cable Splicer – prearranged overtime will be offered to the employee with the least overtime hours for that fiscal year.

2. 7338 & 7432 – employees must place their names on a callout list kept at CFAS by Wednesday if they are available to work overtime the following week starting on Saturday. Overtime will be assigned to the employee who has placed his name on the list and has the least amount of overtime hours worked during the current fiscal year. In the event that no employees are available from the callout list, all employees of the classification needed to perform the work will be called starting with the employee with the least amount of overtime hours worked during the current fiscal year.

Note: 3. All overtime hours worked by 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, or 7432 Electrical Line Helper must be logged by the fire alarm dispatcher at the completion of each job. If an employee is on the callout list and is not available when called, the hours that would have been worked by the employee will be logged by the dispatcher and counted for future call out lists.

### D. Vacations

Requests for vacations from April 1 to December 31 will be granted according to seniority for requests received between January 1, and March 31. Requests received on April 1 or after will be granted in the order received.

Program managers may limit the number of employees granted vacation at the same time.

**APPENDIX B**

**Appendix B-2**  
**[Past Practices]**

**ELECTRICAL INSPECTION DIVISION**

**OVERTIME DISTRIBUTION**

Overtime requests for off-hours inspection are routinely processed by the district electrical inspector assigned to the specific project. The inspector obtains a completed Service Request Form from the property owner, or the owner's agent, and refers it to the Appointing Officer (or designee) for review and assignment. The Appointing Officer (or designee) coordinates overtime assignments, and give priority consideration to the inspector responsible for final acceptance of the specific installation and to the customer's preference for continuity of the inspection process.



## Appendix B-3

### [NERC Compliance at Moccasin and Early Intake Powerhouses]

1. In the course of the 2012 collective bargaining negotiations, the City represented that the North American Electric Reliability Commission (NERC) certification standards may require changes to the work at Hetch-Hetchy Moccasin Powerhouse and Early Intake Powerhouses. Accordingly, the parties agree to bargain in good faith over any such required changes to the work day, work week, scheduling cycles, rotations, training, travel pay and transportation costs pertaining to Hetch-Hetchy power generation classifications.
2. The parties shall begin meeting and conferring no later than July 13, 2012 regarding the Moccasin Powerhouse and Early Intake Powerhouses work days, work weeks, scheduling cycles, rotations, training, travel pay and transportation costs, and any other matters required for NERC compliance at the Powerhouses.
3. The City shall provide adequate release time for four (4) members of the bargaining unit, who are in affected classifications to attend all such bargaining sessions.
4. Should the parties fail to reach agreement on the issues noted above by March 15, 2013, any issues which remain unresolved after good faith bargaining pursuant to this section shall be submitted to a mediation/arbitration board in accordance with the procedures and criteria set forth in Section A8.409-4 of the City Charter, with Arbitrator Christopher Burdick, as the neutral Chairperson (or if unavailable, an arbitrator will be selected under Charter Section A8.409-4(b), with the timeline for the selection process triggered upon notice that Arbitrator Burdick is unavailable), except that with respect to A8.409-4(b), the parties shall select and appoint board members not later than March 22, 2013, and the decision of the mediation/arbitration board, if any, shall be issued on or before July 1, 2013. This Agreement will be amended to reflect the decision of the panel. The terms of the Agreement will be implemented consistent with Charter Section A8.409-4(k).

**APPENDIX C**

CLASSIFICATIONS ENTERING AT FIFTH STEP:

- 6248 – Electrical Inspector
- 6249 – Sr. Electrical Inspector
- 6250 – Chief Electrical Inspector
- 6252 – Line Inspector
- 7229 - Transmission Line Supervisor I
- 7238 - Electrician Supervisor I
- 7255 - Power House Electrician Supervisor I
- 7256 - Electric Motor Repair Supervisor I
- 7257 - Communication Line Supervisor I
- 7273 - Communication Line Worker Supervisor II
- 7275 - Telecommunications Technician Supervisor
- 7276 - Electrician Supervisor II
- 7279 - Powerhouse Electrician Supervisor II
- 7285 - Transmission Line Worker Supervisor II
- 7287 - Supervising Electronic Maintenance Technician
- 7308 – Cable Splicer
- 7318 - Electronic Maintenance Technician
- 7319 - Electric Motor Repairer
- 7329 - Electronics Maintenance Technician Assistant Supervisor
- 7338 - Electrical Line Worker
- 7345 - Electrician
- ~~7363 - Power House Electrician~~
- 7390 - Welder
- 9240 - Airport Electrician
- 9241 - Airport Electrician Supervisor
- 9242 - Head Airport Electrician
- 9354 - Elevator and Crane Technician
- 9358 - Crane Mechanic Supervisor

ATTACHMENT A

Job Code	Job Title	Grade	12/27/08 Bi Weekly Rates					
			Step 1	Step 2	Step 3	Step 4	Step 5	
6248	Electrical Inspector	07380	3,346	3,513	3,689	3,873	4,067	
6249	Senior Electrical Inspector	07580	3,689	3,873	4,067	4,270	4,484	
6250	Chief Electrical Inspector	07780	4,067	4,270	4,484	4,708	4,943	
6252	Line Inspector	07380	3,346	3,513	3,689	3,873	4,067	
7229	Transmission Line Supervisor 1	07230	3,108	3,263	3,426	3,597	3,777	
7238	Electrician Supervisor 1	07330	3,263	3,426	3,597	3,777	3,966	
7244	Power Plant Supervisor 1	06990	2,764	2,902	3,047	3,199	3,359	
7255	Power House Electrician Sprv 1	07230	3,108	3,263	3,426	3,597	3,777	
7257	Communication Line Sprv1	07230	3,108	3,263	3,426	3,597	3,777	
7273	Communications Line Wrk Sprv 2	07450	3,460	3,633	3,815	4,006	4,206	
7275	Telecommunications Tech Supv	07450	3,460	3,633	3,815	4,006	4,206	
7276	Electrician Supervisor 2	07550	3,633	3,815	4,006	4,206	4,416	
7285	Transmission Line Wrk Sprv 2	07450	3,460	3,633	3,815	4,006	4,206	
7287	Sprv Electronic Main Tech	07590	3,703	3,888	4,082	4,286	4,500	
7308	Cable Splicer	07230	3,108	3,263	3,426	3,597	3,777	
7318	Electronic Maintenance Tech	07290	3,199	3,359	3,527	3,704	3,888	
7319	Electric Motor Repairer	06760	2,472	2,596	2,726	2,862	3,005	
7329	Electr Maint Tech Asst Sprv	07450	3,460	3,633	3,815	4,006	4,206	
7338	Electrical Line Worker	07010	2,793	2,933	3,080	3,234	3,396	
7345	Electrician	07080	2,890	3,035	3,187	3,346	3,513	
7350	Transmission & Distribution Line Worker	7350D	\$3873 (flat rate)*					
7363	Power House Electrician	06980	2,752	2,890	3,035	3,187	3,346	
7390	Welder	06800	2,521	2,647	2,779	2,918	3,064	
7430	Asst Electronic Main Tech	06990	2,764	2,902	3,047	3,199	3,359	
7432	Electrical Line Helper	06680	2,377	2,496	2,621	2,752	2,890	
7480	Power Generation Technician 1	06700	2,401	2,521	2,647	2,779	2,918	
7482	Power Generation Technician 2	06940	2,700	2,835	2,977	3,126	3,282	
7484	Sr Power Generation Tech	07080	2,890	3,035	3,187	3,346	3,513	
7488	Power Generation Supervisor	07420	3,410	3,581	3,760	3,948	4,145	
7510	Lighting Fixture Maint Worker	05860	1,596	1,674	1,756	1,844	1,936	
9240	Airport Electrician	07280	3,189	3,346	3,513	3,689	3,873	
9241	Airport Electrician Supervisor	07450	3,460	3,633	3,815	4,006	4,206	
9242	Head Airport Electrician	07550	3,633	3,815	4,006	4,206	4,416	
9354	Elevator and Crane Technician	07380	3,346	3,513	3,689	3,873	4,067	
9358	Crane Mechanic Supervisor	07480	3,513	3,689	3,873	4,067	4,270	

\*Effective as of 4/4/09.