

COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021

AND

THE CITY AND COUNTY OF SAN FRANCISCO

JULY 1, ~~2010~~2012 – JUNE 30, ~~2012~~2014

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This Collective Bargaining Agreement (hereinafter Agreement) is entered into by the City and County of San Francisco (hereinafter City) acting through its designated representatives and the Service Employees International Union, Locals ~~UHW, 790 and 535~~ 1021 (hereinafter Union).

ARTICLE I – REPRESENTATION

A. RECOGNITION

Classifications Currently Represented

1. The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance, for the classifications listed in Attachment A and employees in these classifications who perform duties for the City and County of San Francisco, San Francisco Unified School District and the Community College District. The provisions of this Agreement shall apply to said employees to the extent authorized by law as provided in Charter Section A8.409-1.

Placement of New Classifications

2. Any non-supervisory, new or amended classification or reclassification not claimed by another Union and related to SEIU-represented classes shall be automatically assigned to a bargaining unit represented by SEIU. The current practice as established by the Employee Relations Ordinance will continue for supervisory classes. The Union will be notified within seven (7) calendar days of any such assignments.
3. Whenever a new class is created by the Department of Human Resources which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es) without notice and appeal procedures required by the CSC Rule and provisions of the San Francisco Administrative Code.
4. Should there be a dispute regarding appropriate unit assignment of any such classification(s), such dispute shall be resolved in accordance with the grievance and arbitration procedure.

Applicability of the Agreement to All Newly Recognized Classifications

5. The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.
6. Issues related to classification descriptions shall be subject to the meet and confer process with final review by the Civil Service Commission. Issues related to the effects of classification decisions on hours, wages, terms and conditions of employment shall be subject to negotiations and interest arbitration.

Employee Relations Ordinance

7. During the term of this Agreement, the parties will meet and confer in good faith to reach mutual agreement, if practicable, upon the structure and number of the units and sub-units into which the classifications represented by the Union should be allocated, consistent with the factors set forth in ~~Charter~~ San Francisco Administrative Code Sec. 16.210 (b) of the Employee Relations Ordinance. It is the parties' intent to complete this process within six (6) months after the effective date of this Agreement. It is also the parties' intent that this process will not result in a change in the recognized representative for any classification nor will it result in an increase in the number of bargaining units. In the event the parties agree to modify any units or sub-units, the parties shall jointly recommend this agreement to the Civil Service Commission. In the absence of an agreement, no recommendation regarding consolidation shall be issued. Unresolved disputes shall not be subject to the interest arbitration procedures of Charter Section A8.409, et seq.

B. INTENT

8. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general memberships of the Unions of the Joint Council or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.
9. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter Section A8.409.
10. In the event the parties reach a tentative agreement, the Employee Relations Director and the Union negotiating team shall present a full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the City and the Union general membership for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.
11. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Union in advance regarding any proposed changes in working conditions within the scope of representation.

C. MANAGEMENT RIGHTS

12. Except to the extent there is contained in this Agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal city rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the City. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the city's organization and operations. The City may also relieve employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
13. However, the exercise of such rights does not preclude represented employees or the union from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment.

D. NO WORK STOPPAGE

14. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage. Represented employees are also bound by the above. The City agrees not to conduct a lockout against any of the employees covered by this agreement during the term of this Agreement.

E. OBJECTIVE OF THE PARTIES

15. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
16. Recognizing the challenging fiscal realities facing San Francisco and the State of California, the parties agree that in order to preserve City services and employment, they must work cooperatively to identify operational efficiencies, explore additional sources of revenue, and, if necessary, reduce the size of the City workforce through attrition, retraining and reorganization. The parties further agree that it is in their mutual interest to avoid unnecessary reductions in direct public services and to prevent existing City employees from becoming jobless and therefore they mutually agree that they shall focus their efforts to maintain programs and public service jobs to the fullest extent possible.

F. UNION SECURITY

Application

17. Except as provided otherwise herein, and in accordance with applicable federal, state and local law, the provisions of this Section shall apply to all employees of the City in all classifications represented by SEIU Local, either jointly or individually, in representation units ~~1, 2, 4, 6, 8 and 922,~~ **23, 24, 25, 26, and 27**, when on paid status, except those mutually designated classifications and mutually designated individual on-call employees who are employed for less than 20 hours per week. The provisions of this Section shall not apply to individual employees of the City in representation units ~~1, 2, 4, 6, 8 and 922,~~ **23, 24, 25, 26, and 27** who have been properly and finally determined to be management employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.
18. When the Employee Relations Director receives a request from a department head to designate position(s) as management, the Employee Relations Director shall give the Union notice of such request. The Union shall have ten (10) working days within which to request a meeting to discuss the requested designation(s). Upon request of the Union, the Employee Relations Director and the Union shall meet to discuss the requested designation(s). In accordance with Section 16.208 of the Employee Relations Ordinance, the Employee Relations Director shall thereafter approve or disapprove the requested designation(s).
19. If the Union disagrees with such designation(s), the Union may submit the matter to an Administrative Law Judge for hearing and final determination as provided in the Employee Relations Ordinance. The Union and the City may jointly request that the assigned Administrative Law Judge have a labor relations background.

20. Designation(s) of position(s) by the Employee Relations Director as management, for which no challenge has been filed by the Union shall result in termination of agency shop fees if applicable. Challenges of designation(s) by the Union shall result in agency shop fees being placed in escrow until the disagreement is resolved by an Administrative Law Judge. Following final determination by the Administrative Law Judge, the fees shall be dispersed to either the employee or the Union depending on who prevails.

Agency Shop

21. For the term of this Agreement, all current and future employees of the City as described in paragraph 17 above except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service 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.

Religious Exemption

22. If an employee in a classification covered by this Agreement sincerely holds religious beliefs that include conscientious objections to joining or financially supporting a labor organization, the employee shall not be required to pay the service fee. In lieu of paying the service fee, the employee shall pay a charitable contribution equal to the service fee to one of the three following charitable organizations: (1) United Way of the Bay Area, (2) Community Health Charities of California (San Francisco/East Bay Branch), or (3) Local Independent Charities. The charitable contribution shall be paid in the amounts and at the times the service fee would otherwise be paid if the employee were not exempt under this paragraph. The employee shall provide the City and the Union with an acknowledgement of receipt from the charitable organization or other satisfactory evidence that the charitable contribution has been paid.

Payroll Deductions

23. 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 each constituent union of the SEIU Joint Council 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 solely for the Union representing the employee's classification as designated on the list submitted by the Union. An employee may, on a voluntary basis, request a payroll deduction for Union membership in another SEIU Local Union, in addition to the service fee deduction.
24. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in paragraph 17 above.
25. 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.

26. Effective with the first complete pay period worked by an employee newly employed in a classification described paragraph 17 above 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.
27. Nine (9) working days following payday the Controller will promptly pay over to the appropriate Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.
28. 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.
29. The union shall be entitled to collect, through the payroll deduction method, membership dues, COPE 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.
30. At the time of fingerprint processing, the City will provide new permanent and provisional employees in those units listed in Appendix "A" with a Union-provided packet of information regarding the Union and agency shop. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee. The City may advise such employees that the packet is being provided pursuant to a Memorandum of Understanding with the Union and the contents are neither known nor endorsed by the City.

Employees Exempt from Agency Shop

31. Employees covered by this Agreement not subject to the agency shop requirement set forth above and who have voluntarily joined the Union shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of union dues during the month of January of any year only. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail to the Controller, **Payroll/Personnel Services Division (PPSD), One South Van Ness Avenue, 8th Floor, San Francisco, CA 94103** ~~875 Stevenson Street, San Francisco 94103~~. The City shall deliver a copy of any revocation notice to the Union not later than March 1.

Financial Reporting

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

Indemnification

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

G. OFFICIAL REPRESENTATIVES AND STEWARDS

Official Representatives

34. The Union may select as many as one employee member of such organization from the appropriate unit represented by such organization, and one additional such employee member for each two-hundred and fifty (250) employees in such unit; or fraction thereof, in excess of two-hundred (200) employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of city-wide Agreement meeting and conferring on all matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
35. 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.
36. b. No selected member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized management official.
37. c. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
38. d. Official representatives who are assigned to evening and night shift work schedules and who participate in meeting and conferring during day shift hours shall be released from their regular shift pursuant to the rules established herein. Official representatives shall not be provided compensatory release time for participating in meeting and conferring on regular days off except as may be mutually determined.
39. Release time for official representatives engaged in meeting and conferring affecting a department or other work unit of City government shall be determined by mutual agreement.
40. The rules for release time for City-wide meeting and conferring shall apply.

Stewards

41. The Union, **through a designated sender**, shall furnish the City, **to a designated recipient**, with an accurate list of City-wide shop stewards and designated officers **of the Union** ~~from each Local~~ in areas as designated by the Union **by July 1 of each year and each quarter thereafter**. The Union may submit an amendment to the list at any time. An employee has no status as a steward unless the

City has received verification in writing from the Union that the employee is a steward in a given area. **Stewards are not authorized to act in said capacity unless on said list.**

42. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
43. Upon notification of an appropriate management person, stewards and designated officers of the Union, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances, disciplinary appeals and attend meetings with Management without loss of pay or benefits. Union Stewards shall advise their first level supervisors prior to engaging in Union business. Such notification of release time shall normally be made in advance and shall include the area or work location where they will be investigating or processing grievances, disciplinary appeals or meetings with Management. The Union will attempt to insure that shop steward release time will be equitably distributed. Normally one steward will be sufficient for a single investigation of a grievance or appeal, except for Shop Steward Trainee Observers.
44. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) a shop steward shall not unreasonably be denied the right to leave his/her post or duty to represent the employee.
45. Except in emergency situations, an investigative, disciplinary or grievance meeting shall be rescheduled if a Shop Steward is denied release time.
46. Shop stewards shall not interfere with the work of any employee. A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not unreasonably be withheld.
47. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
48. Stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute union materials and to discuss employee rights and obligations under this Agreement.
49. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.
50. All newly-elected Stewards shall be allowed four (4) hours paid release time for Union Steward training. In addition, four (4) hours paid release time shall be paid for all Stewards for training regarding the provisions of the new Collective Bargaining Agreement.

Official Representatives to Retirement and Health Service Board Meetings

51. Subject to operational needs, the City shall allow one (1) union representative from among all SEIU locals release time in order to attend the Retirement Board and Health Service Board meetings.

H. BULLETIN BOARDS, INTEROFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS

Bulletin Boards

52. Reasonable space shall be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head.

Inter-Office Mail and Email

53. To the extent permissible under the law, the Union may make reasonable use of the City's interoffice mail **and email** systems to communicate with appointing officers, personnel officers, stewards and officers of the Union **in order to carry out Union representation of unit employees in administration of the MOU.**

Union Access

54. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees provided that access shall be subject to such rules and regulations **immediately below, as well as to such rules and regulations** as may be agreed to by the department and the Union.

54a. The parties agree that Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to reach non-work areas to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees. The parties agree that union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

54b. Union representatives must identify themselves upon arrival at a City department. Union representatives may use Department meeting space with a reasonable amount of notice, subject to availability.

54c. In work units where the work is of a confidential nature and in which the department requires it of other non-employees, the department may require that union representatives be escorted by a department representative when in areas where said confidential work is taking place.

54d. Nothing herein is intended to disturb existing departmental union access policies. Further, the departments may implement additional rules and regulations after meeting and conferring with the Union.

Legal Materials

55. The City shall provide the Library with the following items, not to exceed fifteen (15) sets, to be placed at libraries selected by the Librarian: Charter, San Francisco Administrative Code, Annual Salary Ordinances, Civil Service Rules and this Agreement.

DPH Website and Telephone Hotline

56. In addition to job vacancy postings on the City website and telephone hotline and as otherwise obligated in the CBA, DPH will post all DPH job vacancies on the DPH internet website. Posted information shall include but not be limited to: job classification, shift, days-off and worksite as

available. A telephone hotline will provide a separate non-nursing classification hot line for only DPH classifications that are open for permanent testing.

I. VENDING MACHINES

57. Subject to the requirements of the Charter and Sections 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8 of the San Francisco Administrative Code, The Union is authorized to establish vending machines in employee work areas. The Union shall be responsible for their installation and operation and all costs relating thereto, including maintenance and insurance. Proceeds from sales made through the vending machines shall be deposited in a special fund under the direction and control of the Union and allocated exclusively for the benefit of employees' recreation and welfare.
58. It is the understanding of the Parties that Union will not establish vending machines in the Recreation and Parks Department that compete with vending machines currently established in the Department that contribute to the operating revenues of the Department.

J. DATA

59. The City shall provide information to the Union, in hard copy and electronically, as available, to permit the evaluation of contract compliance. The information shall be provided within ten (10) calendar days of a written request to the Employee Relations Department. This shall include, but not be limited to, Names, department, worksite, classification, seniority, hire date, and status of represented employees.
60. The City and the Union agree that the Collective Bargaining Agreement will be printed with an index.

Equal Employment Opportunity (Glass Ceilings)

61. The City shall provide to the Union on an annual basis the Work Force Composition Report (EEO-4).

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

Discrimination Prohibited

62. The City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, physical disability, age, political affiliation or opinion, sexual orientation, gender identity, marital status, or other non-merit factors, nor shall a person be the subject of sexual harassment as prohibited by State or Federal law, **or be subject to illegal harassment.**

63. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union and the employee shall elect only one. The election is irrevocable.

Reasonable Accommodation

64. The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. The City reserves the right to take any action necessary to comply therewith.

65. If there is a conflict between a proposed accommodation and this Agreement, the City will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

66. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the City and its Departments shall meet with the employee and, at the request of the employee, with the employee's Union representative. The City/Department will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the City/Department will meet with the Union representative to review problems concerning reasonable accommodation.

67. Departments shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.

68. Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty days, the City shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While his or her request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.

Complaints of Discrimination

69. Discrimination complaints will be treated in strict confidence by both the Union and the City.

70. Progressive disciplinary action shall be imposed by the City upon any employee found to have engaged in discriminatory conduct in violation of this section.

No Discrimination on Account of Union Activity

71. Neither the City nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of his/her rights granted pursuant to this Agreement, the Employee Relations Ordinance and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

B. PROBATION

72. All permanent appointees shall serve a six month probationary period, except as provided below:
73. 1. Employees who move from a part-time to a full-time position within a classification shall be subject to a three (3) month probationary period in the full-time position;
 74. 2. Employees who move, in a flexible staffing series of classifications, except to a supervisory position, will have a three (3) month probationary period in the new position;
 75. 3. Employees who move to a new department in the same class or former class will serve a three (3) month probationary period;
 76. 4. An employee who is appointed to a permanent position shall have his or her probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least three (3) months.
 77. 5. When an employee is reinstated to a permanent position in a former class in a department other than the department in which the probationary period had been completed (in the former class) the employee shall serve three (3) months probationary time.
 78. 6. A six (6) month probation will be required following promotion to a higher classification.
 79. 7. When an employee's position changes by permanent transfer to the same class in another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment the employee shall serve three (3) months probation time.
 80. 8. When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or department other than the one left, the employee shall serve three (3) months probationary time.

81. 9. A current regularly scheduled provisional employee who receives a permanent appointment in his or her class in another department shall have his or her probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be at least three (3) months.
82. 10. The probationary period for 8237, 8238 and 8239 Public Safety Dispatchers hired on or after July 1, 2007 shall conclude six (6) months after an employee's successful completion of the Department of Emergency Management training program.
83. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.
84. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.
85. Any employee who is returned to duty to a position in another department after layoff or displacement, and who has displaced an incumbent in such position, is entitled to an introductory meeting with the new department. The purpose of the meeting is to review the job duties and expectations for the new position and to provide the timeline and framework for training and orientation. After thirty (30) days, the employee is entitled to a review of his or her performance. If the employee is not meeting standards, the supervisor will meet with the employee and, upon request, the union representative, to identify ways for the employee to bring his or her performance to a satisfactory level.

C. CONTRACTING OUT OF WORK

86. Due to the size of the bargaining unit and the diversity of the classifications and employees within the unit, which enable the employees to perform various services in the diverse communities served by the City, the Mayor and the Union agree that, for the term of this ~~2006~~ ~~2009~~ Agreement, the Mayor shall instruct the City's Department Heads over whom he has budgetary authority that:
87. Department heads shall not initiate and the Mayor shall not approve requests to contract out any routine work currently performed by existing employees represented by the Union; and
88. Department heads shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
89. This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the City's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.
90. The Mayor agrees that it is not the intent of the City to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.

91. Notwithstanding any other provision of this section, the Mayor may propose pursuant to the City's standard procedures to contract out work currently performed by existing City employees (a) where external funding sources require the use of outside third parties to perform services; or (b) in emergency situations, as determined by the Mayor and upon a majority vote of the Board of Supervisors.
92. Should the Mayor determine that the restrictions contained in this section unduly interfere with a department's or the City's ability to provide appropriate services to the diverse communities within the City, the Mayor and the Union agree to meet in order to resolve the concerns. If the Mayor and the Union cannot mutually agree, the matter shall be submitted to an arbitrator, selected pursuant to the provisions of Article IV (Grievance Procedure) of this Agreement, who shall decide the issue of whether a proposal to contract out work may be initiated by the Mayor.
93. The City agrees that it will not assign work currently performed by SEIU-represented employees to any other bargaining unit.

Required Notice to the Union on Prop J Contracts

94. The City shall deliver to the Union no later than ~~thirty (30)~~sixty (60) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
95. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.
96. The City agrees to discuss and attempt to resolve issues relating to:
 97. Possible alternatives to subcontracting;
 98. Questions regarding current and intended levels of service;
 99. Questions regarding the Controller's certification pursuant to Charter Section 10.104(15);
 100. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
 101. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
 102. Questions regarding services supplied by the City to the Contractor.
103. 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 out so that the particular issues may be fully explored by the Union and the City.

Non-Prop J (Personal Services Contracts)

104. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or ~~thirty (30)~~sixty (60) days prior to the submission of a non-Prop J (personal services contract) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any non-Prop J (personal services contracts), including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications.
105. If the Union wishes to meet with a department over a proposed non-Prop J (personal services contract), the Union must make its request to the appropriate department within ~~two weeks~~twenty-one (21) days after the Union’s receipt of the department’s notice.
106. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:
 107. Possible alternatives to subcontracting;
 108. Questions regarding current and intended levels of service;
 109. Questions relating to possible excessive overhead in the City’s administrative-supervisory/worker ratio;
 110. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
 111. Questions regarding services supplied by the City to the Contractor.
112. 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.
113. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors and other boards or commissions) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.
114. The City shall also provide advance notice of at least ~~thirty (30)~~sixty (60) days to the Union of all amendments to existing non-Prop J contracts valued at more than \$100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the City shall meet to discuss with the Union the topics set forth above, in paragraphs 107 through 111.
115. The Mayor agrees to instruct department heads over whom he has budgetary authority not to initiate non-Prop J contracts for a term exceeding one (1) year, except as otherwise approved by the Mayor, after notice to and consultation with the Union. This provision shall apply only to contracts for services which could otherwise be performed by represented classifications.
116. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

Joint Labor Management Committee on Personal Service Contracts

117. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
118. 1. Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
119. 2. Explore establishing workload forecasting by city departments.
120. 3. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
121. 4. Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.
122. The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

Grants

123. The City shall deliver to the Union a summary of any proposed grant agreement no later than ~~thirty (30)~~sixty (60) days prior to the submission of the proposed grant agreement to any departmental commission or other approving authority for authorization to enter into any such agreement, the essential services of which could be performed by SEIU-represented classifications.
124. It is not the intent of the City to use the grant issuance process to avoid application of the subcontracting limitations of this Agreement.
125. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:
126. Possible alternatives to subcontracting;
127. Questions regarding current and intended levels of service;
128. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
129. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
130. Questions regarding services supplied by the City to the Contractor.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement

131. The City shall not use paid or unpaid volunteers, SWAP, CAL WORKS, CAAP Workfare, or similar programs to displace Bargaining Unit employees. The City will not keep authorized budgeted positions vacant, nor is it the intent of City Departments to initiate the reduction of the number of budgeted positions, for the purposes of using Volunteers, SWAP, CAL WORKS, CAAP Workfare or similar programs.
132. Each quarter the City will supply the Union an accounting, by department and work location, of the hours worked by CAL WORKS, CAAP or SWAP workers.

Sworn Police Officers

133. The City may temporarily assign sworn police officers to perform bargaining unit work in the event of an emergency situation or for short-term purposes in order to comply with the medical restrictions upon the police officer. These assignments shall not be made for the purpose of, or with the affect of, holding vacant, and unfilled, bargaining unit positions, or to displace SEIU-represented employees.

Severance/Retraining

134. Represented employees shall have one (1) week of severance pay for each year of permanent service. If a permanent employee is to be laid off because of subcontracting, the employee shall select one of the following irreversible options.
135. 1. Take severance in one payment eliminating automatic recall rights;
136. 2. Take severance as regular bi-weekly ~~paychecks~~ payments; retraining if offered by the City; placement on re-call list until severance is exhausted in which event the employee's automatic recall rights are eliminated;
137. 3. Utilize City-wide bumping rights according to the provisions elsewhere in this agreement. If employee is placed on the holdover list he/she shall receive severance pay for any period in which he/she suffers a loss of pay according to this severance entitlement.

D. LAYOFF

Department of Public Health

138. Management shall notify the Union in writing at least forty (40) working days before the elimination and reduction of DPH service which has an impact on bargaining unit members' wages, hours or working conditions. The parties shall begin to meet and confer concerning all issues relevant to the scope of representation within fifteen (15) working days of a request to meet and confer by the Union. Pursuant to this process, upon the request of the Union, management will expeditiously provide in writing, all existing information concerning such a proposed service change.

60-Day Minimum Notice

139. Any employee whose position is to be eliminated due to lack of funds shall be notified, in writing, with as much advance notice as possible but not less than sixty (60) days prior to the effective date of the layoff, with the exception that if a special grant is unexpectedly terminated, the City shall provide

not less than thirty (30) days notice prior to the effective date of layoff. The Union shall receive copies of any layoff notice.

Minimum Notice for Displacements

140. ~~For Fiscal Years 2010-2011 and 2011-2012 only, the~~**The** City will provide **no fewer than** ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.
141. 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 duration of a specific project.

Request to Meet & Confer

142. Prior to any layoff, the City shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified in paragraph 139, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

Citywide Seniority in Classification

143. Layoff of employees shall be by inverse order of seniority in a classification City-wide. The five (5) year rule for City-wide bumping rights shall no longer apply.
144. Employees displaced by layoff shall be placed on the hold over list per CSC rules.

Retraining & Alternative Employment Opportunities

145. Retraining Program. In order to avoid layoffs, the City will provide an employee targeted for layoff (hereafter "an affected employee") the opportunity to participate in a reorientation/retraining program. The City shall bear the full costs of any retraining program. Retraining programs shall be developed through the Joint Training, Retraining and Career Development Committee set forth in Article V.G. All employees who have a minimum of twenty-four months of seniority shall be eligible to participate in the reorientation/retraining program. If the availability of funds is limited, disputes among affected employees will be resolved on the basis of City seniority.
146. Vacancies. Upon completion of the bumping process, an affected employee shall have priority to select one of any existing vacancies for which he/she may qualify upon completion of training within a reasonable period of time, not to exceed six months. (Subject to the approval of the Civil Service Commission.)
147. Positions to be Filled. When a position has been designated for a retraining candidate, that position shall be "held open" for no more than six (6) months, unless extended by mutual agreement. The City may fill the existing vacancy on a temporary basis in order to continue City services.

Severance

148. An employee who is laid off shall receive two weeks' pay for each year of service. An employee who accepts severance pay shall forfeit all holdover rights. If an employee accepts severance pay and

retires within two (2) years of accepting the severance pay, he or she shall reimburse the City for the full amount of the severance pay.

149. For all layoffs or displacements effectuated by the layoff of permanent civil service (PCS) employees, employees may elect to take severance pay, even if there is a vacant available position or a position occupied by a less senior incumbent in the class from which the employee is laid off, or a position to which the employee has reinstatement rights, as long as the person who elects severance pay forfeits and waives the opportunity to be placed, to displace a less senior incumbent, or to be reinstated, and waives all holdover rights to which the employee may be entitled as provided in paragraph 148.
150. Layoff notices shall advise employees notified of layoff the option to elect severance pay, and the notices shall advise employees that they may have displacement and/or reinstatement, and holdover rights. The notice shall advise the employee that he/she has fourteen (14) calendar days after receipt as defined by State law (e.g., allowing maximum of 5-days for notice by mail if notice is not given in any other manner) to make an election. The employee receiving a layoff notice shall, upon request, receive information regarding his/her place on the seniority roster(s) in his/her own classification and in previous underlying classifications. Within fourteen (14) calendar days after receiving such layoff notice as described above, the employee shall make an irrevocable election among his/her options.
151. ~~For Fiscal Years 2010-11 and 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect severance pursuant to Paragraph 148 of this Agreement will not reflect reductions in an employee's hourly rate that were implemented in accordance with Article III.A. of this Agreement.~~

Internal Job Placement Committee

152. In the event the City issues layoff notices to seventy five (75) or more SEIU-represented employees in a fiscal year, the City and SEIU shall convene an internal job placement committee (IJPC) within ten (10) days. The committee shall consist of no more than 10 representatives from each party, including a representative from the Mayor's Office and DHR. The committee shall be co-chaired by the Mayor's senior management designee and a designee of SEIU. For the first ninety (90) days after its establishment, the committee shall meet at least once a week unless mutually agreed otherwise. Members of this committee shall be on City-paid release time while at IJPC meetings. The mission of the committee shall be to use its best efforts to maintain City employment for all SEIU-represented employees facing layoff or displacement.
153. The IJPC shall be responsible for identifying alternative employment within the City for employees facing layoff or displacement. In addition to conferring regarding near-list opportunities and vacancies for employees facing layoff or displacement, the committee shall make recommendations to the City regarding the following subjects and any other alternatives that it may identify which the City will make all reasonable efforts to implement:
 154. i. Savings that can be used to create jobs from existing budgeted and authorized vacant positions;
 155. ii. Opportunities to utilize EDD workshare or similar arrangements as an alternative to planned layoffs; including but not limited to a pilot EDD workshare program; and

156. iii. Maintenance of existing positions funded by reductions in overtime expenditures related to bargaining unit work.

Employee Protection

157. 1. ~~Spring 2010: Between the date of the Agreement between the City and the Public Employees Committee of the San Francisco Labor Council (PEC) and June 30, 2010, inclusive, layoffs of employees represented by member unions that result in complete loss of City employment will be limited to four hundred twenty five (425) positions, including notices previously issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Building Inspectors' Association; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit); and the San Francisco Institutional Police Officers' Association.~~
158. 2. ~~Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in paragraph 163 below.~~
159. ~~In such event, the City will provide the PEC with complete and current Budget Information (as defined in paragraph 165 below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers Milias Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the~~

~~adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.~~

160. ~~3. — Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:~~
161. (a) ~~The Three Month Budget Status Report, Six Month Budget Status Report, and Nine Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or~~
162. (b) ~~The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under paragraph 161 above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or~~
163. (c) ~~The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.~~

164. ~~4. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.~~
165. ~~5. “Budget Information”, for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three Month, Six Month, and Nine Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year to date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.~~
166. ~~6. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.~~

Payouts Pursuant to Involuntary Layoff

167. ~~For Fiscal Years 2010-11 and 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect involuntary layoff will not reflect reductions in an employee’s hourly rate that were implemented in accordance with Article III.A. of this Agreement.~~

E. STAFFING LEVELS

168. 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. Upon request of the Union, if there is a reduction in the workforce that impacts working conditions, the City agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.
169. The City agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The City agrees to provide any written information on staffing levels in a given department upon written request to the Employee Relations Division with any reproduction costs above a single copy to be paid by the Union.
170. The City, realizing that staffing reductions could result in increased workload pressures upon the remaining employees, shall use its best efforts to avoid mandatory overtime to the maximum extent

possible. Upon request of an employee, the City shall meet to discuss work priorities and/or workload reductions and/or alternatives to mandatory overtime. The employee may have a representative of his or her choice at such meeting.

171. The City will develop and provide Assignment Despite Objection forms for use by healthcare workers to document concerns regarding staffing levels and working conditions.

F. REIMBURSEMENT OF WORK-RELATED EXPENSES

Mileage

172. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective, as the changed rates are announced by the Internal Revenue Service and for all necessary parking and toll expenses.

Parking Expense

- 172a. When an employee is required to use a vehicle to get to a location other than his/her regular worksite in the performance of work-related duties, the City shall cover or reimburse parking expenses provided that the employee complies with all departmental parking and parking reimbursement policies and/or procedures.**

Travel Expense

173. ~~Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport or Sharp Park shall be reimbursed for travel expenses to and from these locations in the amount of three dollars and fifty cents (\$3.50) per day. Employees who reside within the City and County of San Francisco and are assigned work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of three dollars (\$3.00) per day. Employees who reside within the City and County of San Francisco and are assigned work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of eight dollars (\$8.00) per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.~~

- 173a. No later than the first pay period after September 1, 2012, active represented employees who received the Travel Expense Premium in Fiscal Year 2011-2012 pursuant to paragraph 173 of the parties' 2006-2012 Agreement shall receive a one-time lump sum payment equal to the amount of Travel Expense Premium they received in Fiscal Year 2011-2012.**

Telephone Calls: Parking Control Officers

174. ~~In lieu of receiving a reimbursement for telephone calls made by the employee while in the course of the employee's duties for the City, the annual base pay for 8214 Parking Control Officer and 8216 Senior Parking Control Officer shall be increased by a total of thirty two dollars (\$32.00).~~

Damaged or Stolen Property

- 175. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9.
- 176. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

Meals

- 177. City employees shall, subject to the procedures established by the Controller, be reimbursed for the reasonable and actual costs of meals upon presentation of receipts in the following circumstances:
- 178. When an employee is required by his/her department to attend a meeting at which a meal is served and such meal is billed to the employee;
- 179. When an employee is traveling overnight out of the City on City business.

179a. When an employee works longer than ten (10) hours at a remote location, the City shall provide the employee with a meal or pay the employee the current per diem rate for the meal.

G. FINGERPRINTING

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

H. PHYSICAL FITNESS JOINT LABOR-MANAGEMENT COMMITTEE

- 181. Upon request of the Union, the City shall establish a Joint Labor-Management Committee to study employee health education programs, availability of City and private facilities for physical fitness activities, and funding sources for the implementation of a City-wide occupational health promotion program. The Committee shall be comprised of representatives from the Mayor, the Board of Supervisors, the Chief Administrative Officer, Department of Public Health, the Health Service System, the Recreation and Park Department, six (6) representatives from ~~employee organizations including~~ SEIU. Its committee members appointed by the Union shall serve on released time.

I. ~~COMMUTER CHECK~~BENEFITS

- 182. Employees may participate in any commuter plan provided by the City.

J. WELFARE REFORM

- 183. No current bargaining unit employee shall be displaced by a person hired as a result of any agreed upon public apprenticeship program.
- 184. Participants in a public apprenticeship program who are working as apprentices to classifications represented by the Union shall be represented by the Union and shall be covered by this Agreement.

185. New classifications containing public apprenticeship participants or other workers employed in a program designed to address welfare reform which perform a substantial amount of work performed by Union-represented employees shall be assigned to a bargaining unit represented by the Union.

K. PARKING FACILITIES

186. Upon request of the Union, the Employee Relations Division shall approach the Mayor, the Board of Supervisors and/or other appropriate parties of interest in order to attempt to provide sufficient, secure parking facilities for employees at the department in question. Included in such discussions may be the development of a shuttle service; patrol and escort service and/or the building of a parking structure. The Employee Relations Division will invite departmental representatives to participate in such discussion as necessary.
187. For the duration of this Agreement, the monthly rate for basic employee parking at the Department of Public Health (DPH) will not exceed the price of a MUNI FastPass “A”, plus \$10 for SEIU-represented employees covered by this Agreement. Sufficient parking shall be provided to all employees who purchase a parking permit.
188. At all other Department operated and controlled parking facilities, the monthly rate for basic employee parking for SEIU represented employees covered by this Agreement will not exceed rates in effect as of June 1, 2004 or the price of a MUNI FastPass “A”, plus \$10, whichever is higher.
189. The Union does not waive its rights to advocate within the legislative process regarding any proposal to increase employee parking rates.

L. EMPLOYEE SUGGESTION PROGRAM

190. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for consideration and possible awards.

Worker Initiated Cost Abatement Program

191. To encourage City employees to submit improvements in the management and operation of the City and County in order to sustain and improve services, increase nontax revenues, reduce inefficiency and improve the quality of work life, the City and its Departments shall implement an Employee Suggestion Program as described in the San Francisco Administrative Code, Article VIII, Sections 16.108 through 16.117a (as approved on 6/24/82) with the following changes:
192. The Program may be utilized by all employees.
193. Proposals to reduce City or Departmental services are not appropriate for consideration under this Program.
194. SEIU may appoint one (1) departmental employee to serve on such committees as established in the Administrative Code. Union appointees will serve on paid release time.
195. The amount of award granted to an employee shall be from \$50 to \$100, or 10% of the savings to the City or Department resulting from implementation of the suggestion in the first year following adoption of the suggestion, whichever is greater.

- 196. Awards shall not be considered compensation for services rendered.
- 197. Employees submitting suggestions shall be protected from any form of retribution.

M. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES

- 198. The City shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq. Nothing herein is deemed to supersede referenced state law.

N. THE RIGHT TO PRIVACY IN THE WORKPLACE

- 199. Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on his/her person and his/her work area to the extent provided by law.

O. PEACE OFFICER STATUS

- 200. The City and the Union shall meet and confer with regard to any actions taken as a result of the PUC study completed on June 30, 2004 concerning 7470 Watershed Keepers and 7220 Watershed Keeper Supervisors to the extent such actions are within the mandatory scope of bargaining.

P. AUTOMATIC RESIGNATION

- 201. Absence from duty without proper authorization for any period of time up to and including five (5) or less working days may be cause for disciplinary action by the Appointing Authority.
- 202. Absence from duty without proper authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be recorded as an automatic resignation. The employee shall be notified by certified mail of this action, prior to the effective date of the automatic resignation.

Q. UNSATISFACTORY RESIGNATION

- 203. The City agrees that in the event an employee resigns with services designated as unsatisfactory, the City shall not provide information to any inquiry or referral regarding the resignation other than that the employee has resigned, except as required by law.

R. ADDITIONAL PART-TIME EMPLOYMENT

- 204. There shall be no limit on outside employment, or service as an independent contractor, imposed upon any employee covered by this agreement, unless such employment can be shown to create a conflict of interest with his/her City employment.

S. UNIFORMS AND EQUIPMENT

- 205. Except as otherwise provided in this Agreement, theThe City shall provide and maintain uniforms as specified below for the workers in the listed classifications:

2708 Custodian (who currently receive uniforms)

- 3302 Admission Attendant
- 3210 Swimming Instructor/Pool Lifeguard
- 3214 Senior Swimming Instructor
- 3280 Assistant Recreation Director) Windbreakers and
- 3284 Recreation Director) patches only if
- 3287 Assistant Recreation Supervisor) assigned to playground.
- 7270 Watershed Keeper Supervisor
- 7470 Watershed Keeper
- 8201 Adult Crossing Guard
- 8202 Security Guard
- 8204 Institutional Police Officer
- 8207 Building and Grounds Patrol Officer
- 8208 Park Patrol Officer
- 8210 Head Park Patrol Officer
- ~~8214 Parking Control Officer~~
- ~~8216 Senior Parking Control Officer~~
- 8217 Community Police Service Aid Supervisor
- 8226 Museum Guard
- 8228 Senior Museum Guard
- 8274 Police Cadet
- 8280 Environmental Control Officer
- ~~9110 Fare Collections Receiver~~
- ~~9116 Senior Fare Collections Receiver~~
- ~~9131 Station Agent, Municipal Railway~~
- 9209 Airport Police Services Aide
- 9212 Airport Safety Officer
- 9213 Senior Airfield Safety Officer

205a. Uniforms are to be provided and maintained if required by a department, or if already given to employees in a classification, or for classes added by the agreement of the parties.

205b. During the term of this Agreement, the parties may mutually agree to add additional classifications to this list.

205c. Grievances related to the City’s obligation to provide uniforms may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration. Nothing herein shall be construed to limit the City’s liability or obligation to provide appropriate uniforms per California or Federal law, statute, ordinance or relevant licensing agencies.

206. The departments shall meet and confer with the Union regarding the style and color of new uniforms provided under this section.

Uniform Specifications

207. Specifications for uniforms subject to this Agreement including prescribed items, optional items, rain gear, shall be prepared by the appointing officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably

prohibit competitive bidding and must take relevant safety and environmental concerns into consideration.

Termination or Change of Employment; Return of Uniforms

208. Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in his possession uniform items owned or leased by City must deliver such items, in good condition, reasonable wear and tear excepted.

Replacement of Uniforms

209. Replacements for uniforms shall be acquired by purchase or lease by the City and furnished to the members as indicated in this Agreement as the items wear out. Not more than one uniform shall be acquired by the City and County in any twelve-month period for the use of one employee enumerated herein, provided however, that any employee entitled to a uniform allowance under this Agreement shall be furnished two replacement shirts or blouses in any twelve-month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the City.

Uniforms for Laundry Workers and Porters

210. Employees in classes 2760 Laundry Worker and 2770 Senior Laundry Worker at Laguna Honda and San Francisco General Hospital, and in classes 2736 Porter and 2738 Porter Assistant Supervisor at Laguna Honda and San Francisco General Hospital as well as the SEIU-represented classifications of Food Service Worker (2600 series) shall continue to be provided uniforms under the terms of existing departmental practices. The Department, upon request of the Union, will meet to discuss the type and number of uniforms to be issued.

Uniforms and Equipment for 8204 Institutional Police, 8202 Security Guard, 1705 Communications Dispatcher II and 8300 Sheriff's Cadets Assigned to the Institutional Patrol Unit

211. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide to 8204 Institutional Police Officers a uniform allowance each year in the amount of Eight Hundred (\$800) dollars. The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.
212. ~~Beginning in fiscal year 2006-2007 and continuing for the duration~~ **For the term** of this Agreement, the City agrees to provide to 8202 Security Guard, 1705 Communications Dispatcher II and 8300 Sheriff's Cadets a uniform allowance each year in the amount of Five Hundred (\$500) dollars. The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

Sheriff's Employee Safety Equipment Committee

- 212a. Within thirty (30) days of the effective date of this Agreement, the Sheriff's Department and representatives of the Union shall meet for the purposes of reaching agreement on the use and distribution of any and all equipment that may be necessary in the line of duty for all SEIU**

represented classifications employed in the Sheriff’s Department. Items to be discussed shall include, but not be limited to, bulletproof vests, pepper spray and restraint devices. This committee shall meet on an ongoing basis as needed. All agreements shall also include procedures for implementation of such equipment as well as training in appropriate use in accordance with all local, state and federal regulations and current best practices. This committee shall expire on June 30, 2013.

Ammunition Allowance for 8204 Institutional Police Officers Assigned to the Sheriff’s Department

213. The City will provide an adequate amount of ammunition per month, as determined by the Sheriff, for each 8204 Institutional Police Officer assigned to the Sheriff’s Department to practice in order to qualify. As of the execution of the Agreement, the Sheriff has determined that amount to be 100 rounds per month.

Uniforms for Parking Control Officers

214. ~~New employees in Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer, when needed as determined by the Appointing Officer or designee, shall be furnished uniforms as follows: one (1) jacket, five (5) shirts, three (3) pairs of pants, one (1) belt, one (1) pair of shoes, one (1) tie, one (1) sweater and one (1) set of rain gear (jacket, pants and rain boots).~~
215. ~~Replacement of uniform for classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer will be on an as-needed basis as determined by the Appointing Officer or designee up to a maximum annual allocation as follows: four (4) replacement parts and one (1) pair of shoes. These parts shall include pants or shirts. In addition, jackets, windbreakers, sweaters, and raingear will be replaced only every two or three years as required and determined by the Appointing Officer or designee. The Department agrees to make every attempt to increase the replacement allocation, during each succeeding budgetary process.~~
216. ~~Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacements.~~

Uniforms for 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor

217. ~~The department shall provide Transit Car Cleaners protective coveralls for classifications 9102 and 9104. Each worker shall be provided with seven (7) pairs of coveralls and three (3) coveralls per week shall be laundered by the department.~~

Protective Clothing

218. 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. Employees whose normal duties require them to work in the rain shall be provided with rain gear, including a coat, hat or hood, pants, and overshoes or rain boots.

Uniforms for 7470 and 7270 Watershed Keeper/Supervisor

219. The Department shall provide four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair pants, one (1) foul weather jacket, one (1) belt, two (2) coveralls, two (2) caps, one (1) pair of boots, one (1) key holder, one (1) rain jacket and one (1) rain hood and other items determined appropriate

by the Appointing Officer or designee. **Employee safety due to environmental extremes and remote duty locations shall be considered in the purchase of items listed.**

220. The Department shall replace items according to each division’s specifications and as authorized by the Appointing Officer or designee every twelve (12) months.
221. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacement.

Uniforms for 8201 Adult Crossing Guards

222. The Department shall provide safety vest, cap, gloves, safety sign and protective equipment as deemed appropriate by the Appointing Officer or designee. This equipment shall be replaced by the Department when it is damaged in the course of the employee’s duties for the City. Upon request of the Union, the Department will meet to discuss the type and allowances of equipment to be issued.

T. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES

223. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by this Agreement, shall be paid an annual uniform allowance of two hundred fifty dollars (\$250), or, in the case of lab coats or smocks, two hundred dollars (\$200) no later than December 1 of each year. As-needed employees, if any, who have received a uniform allowance pursuant to the provisions of the prior MOU shall continue to receive a uniform allowance pursuant to this section for the term of this Agreement, if otherwise eligible.

Lab Coats

224. Classifications 2903 Eligibility Worker, 2905 Senior Eligibility Worker and 2908 Hospital Eligibility Worker who are required to have patient contact will be provided with five (5) lab coats. Each employee will be given a maintenance allowance of one hundred twenty-five dollars (\$125) per year.
225. Employees shall be furnished two (2) replacement lab coats in any twelve-month period. Lab Coats shall also be replaced by the department when a lab coat has been damaged in the course of the employee's duties for the City.

2530 Senior Medical Stewards, 2532 Paramedics and 2534 Paramedic Supervisors

226. Regularly scheduled employees in classes 2530, 2532 and 2534 shall be provided with a complete set of uniforms at the time of appointment. The Department shall arrange for laundry service per Cal OSHA standards for blood borne pathogens for all uniform pants and shirts. Each such employee shall be issued eleven (11) pairs of pants and shirts. All other applicable uniform items, including safety boots, helmets, belts, jackets, etc. will be supplied by the Department on a repair or replace basis.

U. COMFORT STANDARDS

227. The City agrees to encourage departments and the Union to meet and confer on providing adequate lounge, locker and comfort facilities.

228. As part of any new funding proposals for new construction or renovations, City departments will include requests for funding designated non-work areas for the purpose of providing a location for employees to take their breaks.

V. DEPARTMENT OF HUMAN SERVICES / DEPARTMENT OF AGING AND ADULT SERVICES CASELOADS

229. The City and the Union agree that high workload can adversely impact worker's ability to perform quality work. The Department of Human Services and the Union and the Department of Aging and Adult Services and the Union agree that caseload size in excess of agreed upon caseload standards shall be considered a mitigating factor in performance appraisals and in performance-based disciplinary actions. In all cases, in the absence of agreed upon caseload standards, the California Department of Social Services recommended standards shall prevail.
230. Within sixty (60) days of execution of this Agreement, the Department of Aging and Adult Services and the Union will meet, pursuant to Article VIII.A. of this Agreement, for the purpose of reaching agreement on caseload standards for the Adult Protective Services Division.
231. Within sixty (60) days of execution of this Agreement, the Department of Human Services and the Union will meet and confer for the purpose of reaching agreement on caseload standards for the following programs in the order listed, in accordance with Article VIII.A. of this Agreement: Family and Children's Services Division, Food Stamps, Medi-Cal, CAAP, CalWorks, and IHSS. The Union and the Department agree that availability of funding shall be taken into consideration in establishing agreed upon standards.
232. When the Union or the Department believes that there is a substantial change in workload, either party may request to meet in accordance with Article VIII.A. of this Agreement, for the purpose of reaching agreement on acceptable means of resolving workload issues.
233. If any changes occur in State and/or Federal regulations during the term of this Agreement that impact program complexity and workload burden, the Department and the Union shall meet, in accordance with Article VIII.A. of this Agreement, to review the changes for the purpose of reaching agreement on acceptable means of resolving workload issues.
234. The Department agrees to distribute workload among workers in each program on as equitable a basis as possible, and agrees to provide the Union with quarterly statistical information developed by the Department for monitoring workload distribution. The Department agrees to meet, upon request by the Union, to discuss issues related to workload. The criteria for equitable distribution of cases shall include, but not be limited to, such considerations as case complexity (including, but not limited to, unique client needs, acute crisis oriented nature of a case, multifaceted services), difficulty and issues related to bilingual caseloads.

W. PUC HOUSING

235. The parties agree, subject to the approval of the PUC to the following provisions:
236. Bargaining Unit members in classes 7470 and 7270 occupying PUC housing presently reserved for employees deemed essential by the PUC shall be subject to the following:

- 237. a. Rental rates at Hetch Hetchy shall remain at “\$50 per room” (i.e., \$50 per bedroom plus two rooms).
- 238. b. Effective July 1, 2000, Bay Area Housing rental rates shall be “\$100 per room.” Beginning on July 1, 2001, and annually for the duration of the contract, the rents shall be adjusted for changes to the cost of living as reflected in the S.F./Oakland CPI-U Annual Average.
- 239. c. For Hetch Hetchy housing, all utilities shall be billed at \$60 per month. For Bay Area housing, payment of all utilities shall be the responsibility of the employee. Provided however, that electricity shall only be billed where meters are in place. Employees will not be billed for heating costs in facilities that are not insulated. Water shall only be billed where meters are in place and water is potable.
- 240. d. Payment of all taxes associated with occupancy are the responsibility of the employee.
- 241. e. All bargaining unit members renting PUC housing shall be subject to signed leases, in the form presently utilized by the PUC. Such leases are not subject to the grievance procedure, but are subject to any applicable law.
- 242. f. No bargaining unit member currently residing in PUC housing shall be displaced during the life of this collective bargaining agreement while employed in the 7470 or 7270 classification at that location. Vacancies shall be offered on the basis of departmental seniority and the required special needs of each location. All things being equal, seniority shall be the determining factor.
- 243. A joint labor-management committee shall be established, with two (2) representatives from the Union and two (2) from the PUC. The purpose of the Committee shall be to discuss and make recommendations regarding assignments and maintenance of PUC housing. No recommendation will be considered or made by the Committee that conflicts with the paragraph above.

X. DISASTER SERVICE WORKERS

- 244. All City employees are designated Disaster Service Workers, in accordance with California Government Code 3100-3109. The City agrees to meet and confer on the impact of any plan it adopts that assigns particular responsibilities to employees covered by this Agreement. To the extent required by local, state and federal law, the City will make reasonable accommodation for employees with disabilities.

Y. TEAM NURSING

- 245. No later than September 1, 2010, the City agrees to meet with the Union to discuss the Team Nursing models at Laguna Honda Hospital and the Behavioral Health Center, including but not limited to the use of per diem Registered Nurses (P-103s) to do bargaining unit work.

Z. REORGANIZATION

246. ~~The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.~~
247. ~~Prior to July 1, 2012, the~~**The** City agrees not to effectuate any new reorganization plan that lays off more than ~~2010~~ employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.
248. ~~Prior to July 1, 2012, as~~**As** required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.
249. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

AA. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

250. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications. ~~It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraphs 443 and 444, such work will be offered to holdovers in such represented classifications.~~
251. For the period July 1, 2010 through June 30, 2012 only, the City agrees that no “Prop F” (retired) employees will be utilized in any SEIU citywide classification in which there are holdovers.

ARTICLE III – PAY, HOURS AND BENEFITS

A. WAGES

252a. Represented employees will receive the following base wage increases:

Effective January 4, 2014: 2%

Effective March 29, 2014: 1%

252. ~~Except as provided below, employees shall contribute the value of twelve (12) unpaid furlough days during each fiscal year of this Agreement. The City's current payroll system requires wages to be calculated and paid in increments of one quarter percent (.25%). Implementation of the annual four and sixty two one hundredths percent (4.62%) wage concession associated with the value of twelve furlough days through uniform smoothing of base wages.~~
253. ~~However, in the event the City's Fiscal Year 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in Fiscal Year 2011-12 to be less than \$261 million, employee contributions for fiscal year 2011-12 shall be reduced according to the following schedule:~~
254. (1) ~~Deficit of \$150-\$261 million: employees shall contribute the value of five (5) unpaid furlough days.~~
255. (2) ~~Deficit from \$100 up to \$150 million: employees shall contribute the value of three (3) unpaid furlough days.~~
256. (3) ~~Deficit less than \$100 million: employees shall not contribute any unpaid furlough days.~~
257. ~~All base wage calculations shall be rounded to the nearest salary schedule. The above concessions will expire close of business June 30, 2012~~
258. ~~There will be an additional base wage reduction of 0.95% via smoothing through hourly wage reduction for the purpose of providing premiums for certain individuals affected by prior layoffs, as described in paragraphs 417 and 418. This additional base wage reduction expires at the close of business on March 30, 2012.~~

EPMC "Swap" for Wages

259. ~~Except as noted in paragraph 264, effective July 1, 2011, all SFERS members of the bargaining unit shall receive a base wage increase of six percent (6%) in exchange for their agreement to pay their own employee retirement contribution in an amount equal to seven and one half percent (7.5%) of covered gross salary. The base wage increase will be applied to the pre-concession wage rate.~~
260. ~~Except as noted in paragraph 264, effective July 1, 2011, all PERS members of the bargaining unit shall receive a base wage increase of seven and one quarter percent (7.25%) in exchange for their agreement to pay their own employee retirement contribution in an amount equal to nine percent (9%) of covered gross salary. The base wage increase will be applied to the pre-concession wage rate.~~

261. ~~Due to backfill concerns, in lieu of the wage concessions and floating holidays set forth in paragraphs 252, 443 and 444, the parties agree as follows:~~

262. (1) ~~The following classifications will continue to defer the 3.75% raise from April 2009 for the term of the Agreement and shall receive no additional floating holidays:~~

- ~~8213 Police Services Aide~~
- ~~8217 Community PSA Supervisor~~
- ~~8237 Public Safety Comm Tech~~
- ~~8238 Public Safety Comm Dispatcher~~
- ~~8239 Senior Police Comm Dispatcher~~
- ~~9202 Airport Comm Dispatcher~~
- ~~9203 Senior Comm Dispatcher (Airport)~~
- ~~9204 Airport Communications Supervisor~~
- ~~9209 Community Police Services Aide~~
- ~~9212 Airport Safety Officer~~
- ~~9220 Airport Ops Supervisor~~

263. (2) ~~Effective July 1, 2010, employees in Classifications 8202 (Security Guard) employed by the San Francisco Police Department and assigned to the San Francisco International Airport will have their base wage revert to that in place on April 3, 2009 (i.e., immediately prior to the April 4, 2009 increase). The parties' intent is to essentially treat them the same as the classifications listed immediately above in paragraph 262. As in the case of classifications listed in paragraph 262, employees will not receive the additional floating holidays described in paragraphs 443 and 444.~~

264. (3) ~~Employees in the following classifications will contribute savings to the City by paying 4.69% of the member contribution to pension effective July 1, 2010. Effective July 1, 2011, said employees will receive a 2.25% base wage increase and will pay the remaining 2.81% of their member retirement contribution, to bring the total to 7.50%; effective close of business on June 30, 2012, they will receive a 3.75% base wage increase.~~

- ~~Diagnostic Imaging Technicians—Classifications 2467, 2468, 2469, 2470, 2493, 2424~~
- ~~Pharmacist—Classifications 2450, 2454~~
- ~~Juvenile Probation Counselors—Classifications 8318, 8320, 8321 (amounts will be adjusted for 9% EPMC due to PERS retirement)~~

B. WORK SCHEDULES

Normal Work Schedules

1. Normal Work Day

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

266. If an alternative work day of either ten (10) or twelve (12) hours is, or has been, established by mutual agreement, the shift shall be considered normal for the affected employees.

2. *Normal Work Week*

267. A normal work week is a tour of duty comprised of fixed consecutive scheduled days of work and fixed consecutive days off within a period of seven (7) days.

268. Alternative work weeks can be established by mutual agreement. Employees shall have two consecutive days off except by mutual agreement of the parties.

3. *Exceptions*

269. a. The 20-20 education programs

270. b. Specially funded training programs to be determined by the parties;

271. c. 6-Day work week for educational and training courses.
Represented employees may, on a voluntary basis, with approval of the appointing officer, consistent with scheduling requirements, work a forty-hour week in six (6) days when required in the interest of furthering the education and training of the employee;

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

273. Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

274. e. City-Wide 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 week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced (computed proportionately) in accordance with such reduced work week.

275. f. City-Wide Voluntary Time Off Program
Employees in any classification, with the approval of the appointing officer, may voluntarily elect to work a reduced work week, or take unpaid hours of

days off, for a specific period of time with no negative impact on other terms and conditions of employment.

276. Requests for voluntary time off may only be denied for operational reasons. When there are conflicting voluntary unpaid time off requests for the same day(s) or time period, and more than one employee cannot be granted time off due to operational needs, the request of the more senior employee shall prevail.
277. Employees who have requested time off and who have obtained approval of such requests shall not have their time off altered or eliminated without their consent.
278. Employees who voluntarily take unpaid time off shall continue to accrue vacation, retirement and sick leave credits at the same rate as if they were in a paid status for the period of their unpaid time off up to a maximum of twenty (20) days per year.
279. Seniority, holiday pay, retirement and other benefits of employment shall not be negatively impacted due to an employee's participation in the voluntary time off program.
280. Disputes over the application of this section regarding the approval for certain days or hours off shall be submitted to a standing panel of three (3) people (one appointed by the Union, one by the City, and one by mutual agreement) for resolution in a timely manner.
281. g. There shall be no mandatory unpaid administrative leave (furlough) of any duration for represented employees.
282. h. Alternatives to Normal Work Schedules or Flextime
Upon request of the Union to any City department the department head shall meet and confer with the Union on proposals offered by the union or the department relating to alternative scheduling of working hours for all or part of a department.
283. Notwithstanding any changes agreed to under this section, the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices.
284. ~~_____ i. Parking Control Officers Work Week
The work schedules for employees in classes 8214 and 8216 Parking Control Officer and Senior Parking Control Officer shall be as set forth in Collective Bargaining Agreement between the Union representing said employees and the City. For employees in classes 8214 and 8216 Parking Control Officer~~

~~and Senior Parking Control Officer, a normal work week may be five days within a seven day period. Employees in said class when designated to work a week that contains non consecutive days off shall be compensated at time and one half for the day worked after the first day off for said week. This rate shall only be paid if the employee works forty (40) hours on paid status in the "split days off" work week. 8216 Senior Parking Control Officers work schedule shall include a thirty (30) minute paid meal break when required to be on duty by the Appointing Officer or designee.~~

Part-time Work Schedules

- 285. A part-time work schedule is a tour of duty less than forty (40) hours per week.
- 286. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

Work Schedule Changes

- 287. The City can change work schedules with two (2) weeks advance notice unless operational exigencies require otherwise. However, a schedule of an individual employee shall not be temporarily changed to avoid paying an individual employee overtime.
- 288. It is agreed that pursuant to the exercise of management rights, normal work schedules may be changed without mutual agreement, subject to compliance with other provisions of this Agreement. However, it is agreed that the effects of consequences of such changes are subject to the meet and confer obligation to the extent required by state law.
- 289. The parties mutually reaffirm the language of this section that alternative work weeks beyond those described in this Agreement may be instituted only after mutual agreement of both of the parties.

Lunch and Break Periods

- 290. At the request of the Union or the City, City departments will meet and confer regarding the scheduling of break and lunch periods for unit members. Existing departmental practices with respect to break and lunch periods shall continue unless modified after the conclusion of the meet and confer process.

Rotating Days Off

- 291. Upon request by the Union for rotating days off in a department, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement is reached, elections shall then be conducted within the department to determine the manner in which days off are to be scheduled (fixed or rotating).

Shift Bidding

- 292. Shift bidding for all represented classes shall continue by current practice. Upon the written request of the Union, a Department shall negotiate with the Union to establish or to revise a shift bidding procedure. The determination of the shift bidding procedure shall be by mutual agreement. All shift bid postings shall include the following information: the nature of the assignment, days off, work

location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.

293. ~~For classes 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor, the Department and the Union shall jointly establish a shift bid process at each work location. Such bids will be made in accordance with current seniority rules. The resulting shift assignments shall be for twelve (12) months duration and shall be re-bid annually thereafter. Implementation of this practice will take place within six (6) months of the effective date of the Collective Bargaining Agreement.~~

C. REASSIGNMENT

294. When a department seeks to fill a permanent vacancy or temporary vacancy lasting one (1) year or more, the department shall utilize the following procedure:

295. Such vacancies shall be posted. Posting of vacancies shall include shifts, hours, position, assignments, days off and work location and shall be posted for at least ~~two weeks~~one week in the department's personnel office(s), on official bulletin boards and at other mutually agreed upon locations.

296. Reassignment: the department will reassign one of the three most senior qualified applicants from within the class and department who has applied within the ~~two~~one week posting period, taking into consideration applicable ~~affirmative action~~ and ADA requirements.

297. If ~~no~~less than three qualified employee expressed interest in the reassignment, the position shall be filled by either choosing the least senior qualified employee in the class and department or some other means authorized by CSC rules.

298. ~~Disciplinary records and written performance evaluations shall not be used for the determination of a reassignment.~~ The reassignment shall be based on objective criteria and shall not be arbitrary or capricious.

299. Selection criteria: in filling a vacancy, the department may consider the candidate's knowledge, skills and abilities when determining whether or not the candidate is acceptable for the position. If no candidate is accepted for the position, the department may use other means authorized by CSC rules to fill the position.

300. The name of the candidate selected shall be posted for a ~~two~~one week period.

301. Grievances arising from this section may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration.

302. Absent mutual agreement, an employee may not be voluntarily reassigned pursuant to this provision more than twice in a two (2) year period.

D. ADDITIONAL COMPENSATION & PREMIUM PAY

Night Duty

303. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 pm and 7:00 am if the employee works at least one (1) hour of his/her shift between 5:00 pm and 7:00 am, except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 pm and 7:00 am.
304. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Shift Differential for Swing and Night Duty- Radiology, and Pharmacy and Transit Car Cleaners

305. For classes:

2450 Pharmacist
2454 Clinical Pharmacist
2467 Diagnostic Imaging Technologist I
2468 Diagnostic Imaging Technologist II
2469 Diagnostic Imaging Technologist III
2470 Diagnostic Imaging Technologist IV
~~9102 Transit Car Cleaner~~
~~9104 Transit Car Cleaner Assistant Supervisor~~
~~9106 Transit Car Cleaner Supervisor I~~

306. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a swing shift and employees working on such shift shall be paid at ten percent (10%) above the regular day shift. A subsequent shift shall be known as a night shift and shall be paid at fifteen percent (15%) above the regular day rate (twenty percent (20%) for 2450 Pharmacist and 2454 Clinical Pharmacist).

Night Duty - Public Health

307. The following Classes with working shifts designated by the Department of Public Health to be evening and night shifts shall be paid eight percent (8%) above the regular day shift as set forth herein, excepting those employees participating in an authorized flex-time program and who voluntarily work during hours otherwise designated as an evening or night shift:

1404 Clerk
1406 Senior Clerk
1424 Clerk Typist
1426 Senior Clerk Typist
1428 Unit Clerk
1429 Nurses Staffing Assistant
1431 Senior Unit Clerk
2302 Nursing Assistant
2303 ~~Mental Health Rehabilitation Worker~~ **Patient Care Assistant**
~~2304 Psychiatric Orderly~~

- 2305 Psychiatric Technician
- 2306 Senior Psychiatric Orderly
- 2310 Surgical Procedures Technician
- 2312 Licensed Vocational Nurse
- 2314 Public Health Team Leader
- 2390 Central Processing & Distribution Technician
- 2392 Senior Central Processing & Distribution Technician
- 2402 Laboratory Helper
- 2406 Pharmacy Helper
- 2408 Senior Pharmacy Helper
- 2409 Pharmacy Technician
- 2416 Bacteriological Laboratory Assistant
- 2420 Histology Technician
- 2424 X-Ray Laboratory Aide
- 2430 Medical Evaluations Assistant
- 2440 Veterinary Laboratory Technologist
- 2514 Orthopedic Technician I
- 2515 Orthopedic Technician II
- 2520 Morgue Attendant
- 2522 Senior Morgue Attendant
- 2536 Respiratory Care Practitioner
- 2537 Respiratory Care Practitioner II
- 2574 Clinical Psychologist
- 2583 Home Health Aide
- 2585 Health Worker I
- 2586 Health Worker II
- 2587 Health Worker III
- 2588 Health Worker IV
- 2604 Food Service Worker
- 2606 Senior Food Service Worker
- 2618 Food Service Supervisor
- 2619 Senior Food Service Supervisor
- 2622 Dietetic Technician**
- 2650 Assistant Cook
- 2652 Baker
- 2654 Cook
- 2656 Chef
- 2736 Porter
- 2738 Porter Assistant Supervisor
- 2740 Porter Supervisor I
- 2760 Laundry Worker
- 2770 Senior Laundry Worker
- 2780 Laundry Worker Supervisor
- 2903 Eligibility Worker
- 2908 Hospital Eligibility Worker
- 2909 Hospital Eligibility Worker Supervisor
- 2912 Senior Social Worker

- 2920 Medical Social Worker
- 2930 Psych Social Worker
- 2931 Marriage, Family & Child Counselor
- 7303 Barber
- 7324 Beautician

- 308. During the term of this Agreement, the parties may mutually agree to add additional classifications to this list.
- 309. Employee shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Charge Nurse Premium

- 310. 2312 LVNs and 2305 LPTs at both Laguna Honda Hospital and the Behavioral Health Center who are assigned in writing the duties of a charge nurse shall receive a five percent (5%) premium for that assigned shift.

Charge Pharmacist Premium

- 311. The parties agree to the establishment of a "Charge Pharmacist Premium" of Five Per Cent (5%) for Class 2450 Pharmacists assigned in writing to perform the duties of a Charge Pharmacist for an assigned shift. The parties agree to meet and discuss, prior to the implementation of this premium, the specific duties and responsibilities of this assignment.

Extended Tour of Duty

- 312. An extended tour of duty shall be a tour of duty of eight (8) hours' work completed within eleven (11) consecutive hours but extended over more than nine (9) hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid fifty (50) percent above their base rate after the ninth (9th) hour. These provisions shall not apply to executive, administrative or professional employees.
- 313. Exception - employees of Camp Mather who during the summer season work a tour of duty of eight (8) hours completed within thirteen (13) consecutive hours shall be paid five dollars (\$5.00) per day above the compensation to which they are otherwise entitled.

Bilingual Pay

- 314. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual."
- 315. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.
- 316. An employee who provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars (\$60.00) per pay period.

317. An employee who routinely and consistently provides less than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.

Supervisory Differential Adjustment

318. Compensation of a supervisory employee whose schedule of compensation is set herein shall be adjusted subject to the following conditions:
319. 1. The supervisor, as part of the regular responsibilities of his/her class supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
320. 2. The supervisor/subordinate relationship is approved by the Appointing Officer, Chief Administrative Officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
321. 3. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
322. 4. The compensation schedule of the supervisor is less than five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.
323. 5. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised. If the application of this section adjusts the rate of pay of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar (\$1.00) biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.
324. 6. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

Standby Pay

325. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device or an alternate communication device that functions in that area, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such

standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

326. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service.

DPH-SFGH Standby Pay, Trauma Response Members

327. Trauma Response Members (classes 2467, 2468, 2469 and 2310) 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 Trauma Service, shall be paid (50) percent of their regular straight time rate of pay for the period of such standby service, except on recognized holidays when they shall be paid seventy-five (75) percent of their regular straight time rate of pay.
328. When such employees are required to return to the worksite during the period of standby service, they shall be paid at the appropriate rate for hours worked.

Callback/Holdover Pay

1. Call-Back/Call-in/Holdover Provision

329. Employees called back or called in to their work locations, except those at remote locations where City-Supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.
330. Full-time employees who are held over to work after having worked their regularly scheduled shift shall be paid one and one-half (1-1/2) times their regular rate of pay for all time from the end of their regularly scheduled shift until they are relieved.

2. Rest Period (Callback and Holdover)

331. Every full-time employee required by the City to work overtime shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2) or in compensatory time at the rate of time and one-half (1-1/2).
332. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on callback or holdover resume their regular work schedule on the day after callback or holdover. If his/her regular schedule calls for him/her to come in within eight (8) hours after callback or holdover, the employee has the option to not work or work at time and one-half (1-1/2) until s/he has twelve (12) consecutive hours' rest time.
333. Employees mandatorily held over for an overtime assignment and employees called back shall be eligible for the rest period as provided above.

3. Rest Period for 9131 Station Agent, Municipal Railway

334. There shall be an eight (8) hour rest period between shifts for employees in the classification 9131 Station Agent, Municipal Railway.
335. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative.

Employees Covered by Former Word Processing Premium

336. ~~Each employee who received the word processing premium in fiscal year 2005-2006 shall receive two lump sum payments, each of which are equivalent to the total word processing premium received by that employee in fiscal year 2005-2006. The first payment will be made no later than September 1, 2006 and the second payment will be made no later than September 1, 2007.~~

Referral Unit

337. Employees in general clerical and personnel clerical classes assigned to the Referral Unit of the Department of Human Resources (except the Unit Supervisor) shall receive fifty cents (\$.50) per hour in addition to the regularly established salary rates.

Public Safety Communications Premium

338. Employees in the classification 8238 Public Safety Communications Dispatcher and 8237 Public Safety Communications Technician, who are required to train and evaluate performance of probationary 8238 or 8237 employees on-the-job, shall be paid a premium of three dollars (\$3.00) per hour for those hours, or portions thereof, when such duties are assigned. Said training and evaluation shall be performed in accordance with the standards established by the San Francisco Emergency Communications Department. In the event that 8237 and 8238 employees meet and maintain the criteria for the Communications Training Officers (CTO's), established by the Emergency Communications Department (ECD), they shall be paid a premium of four dollars (\$4.00) per hour for those hours, or portions thereof, when such duties are assigned.

Lead Person Premium

339. Employees shall be entitled to a five dollar (\$5.00) per day premium when designated by their supervisor as authorized in writing by the Appointing Officer or designee as a lead person when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order materials or take the lead on any job when at least two employees are working together and one acts as the lead person.

Underwater Diving Pay

340. Employees shall be paid ten dollars (\$10.00) 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.

Security Guard

341. When a Security Guard (8202) is assigned to the museums and performs the duties of a Museum Guard (8226), said employee shall receive the rate of pay of a Museum Guard (at a comparable step) for the period of time so assigned and performing appropriate duties for an entire shift.

Parking Control Officer Training Premium

342. ~~Employees in class 8214 Parking Control Officer who are assigned by the Appointing Officer or designee to train and evaluate the performance of employees in class 8214 shall receive a premium of three dollars (\$3.00) per hour payable in hourly increments for each hour when they are actually training and evaluating, indoors or outdoors, employees in class 8214.~~
343. ~~The most senior employees shall be assigned to train and evaluate probationary employees on a voluntary basis.~~

Out Of Class Work

Acting Assignment Pay

344. An employee assigned in writing by the Department Head to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to out of class pay after the tenth (10th) work day (within a sixty (60) working-day period) of such an assignment, retroactive to the first (1st) day of the assignment.
345. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an out of class pay claim with the Department Head within forty-five (45) working days of such alleged assignment.
346. The Department Head or designee shall review the claim and shall either approve and submit the claim for payment, or deny the claim. In cases of denial, the Department Head or designee shall state the reason for denials. Denials may be based on either of the following:
347. 1. The Department Head disagrees that the assignment is out of class or;
348. 2. The Department Head considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim will be honored.
349. Denials based on (1) above are appealable through the grievance procedure of this Agreement.
350. Upon written approval by the Appointing Officer, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive at least five (5) percent more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes the out of class pay.
351. Employees shall not normally be required to perform the duties of a higher classification.
352. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.
353. Requests for classification or reclassification review shall not be governed by this provision but shall be submitted to the Civil Service Commission whose determination is final and not subject to the grievance procedure.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement

354. Employees who supervise or direct the work of volunteers, or CAL WORKS, CAAP Workfare, SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate. (See Article II. Contracting Out, paragraph numbers 131 to 132).

Medi-Cal Screen/Process Premium

355. Employees in class 2903 Eligibility Worker who are assigned to screen and process Medi-Cal applications at San Francisco General Hospital shall receive the rate of pay assigned to Class 2908 Hospital Eligibility Worker. Such assignment shall be certified by the appointing officer of the Department of Public Health and Administrator of San Francisco General Hospital.

~~Premium Pay for 8214/8216 Parking Control Officers~~

356. ~~Employees in the Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer engaged in intersection and/or traffic control duty, shall be paid a five percent (5%) premium for the duration of such activity.~~

Premium Pay for 2940/2944 Court Liaisons

357. The 2940/2944 positions assigned to Court Liaisons Unit shall receive a premium of two and one half percent (2.5%) of their base salary.

Premium Pay for Emergency Response Protective Service Workers

358. The City agrees that because of the complexity of emergency response assignments in the Family & Children's Services Division of the Department of Human Services, Class 2940 Protective Services Workers and Class 2944 Protective Services Worker Supervisors assigned to emergency response positions shall be paid a premium of 5% above their base pay.

Adult Protective Service Unit Premium

359. Adult Protective Service unit employees occupying 2910 Social Worker, 2912 Senior Social Worker, 2914 Social Worker Supervisor positions shall receive a ten percent (10%) premium above their base salary.

Airport Field Officer Training Premium

360. Airport employee(s) in the 9209 Community Police Service Aide, 9212 Airport Safety Officer, 9202 Airport Communications Dispatcher and 1706 Telephone Operator classifications who are assigned by the Appointing Officer or designee to train employees in their respective classifications shall receive a premium of two (\$2.00) dollars per hour above their base wage, for each hour they are assigned as a Field Training Officer.

361. Assignment shall be by seniority among qualified employees. The department shall determine the qualifications of the assignment. The determination of qualifications shall not be arbitrary. The assigned training and evaluations shall be performed in accordance with the standards established by the department.

362. Employees in the 9212 Airport Safety Officer classification holding a position in the training section pursuant to the current practice of the department shall also receive this premium for each hour they

are designing and developing training materials and training employees in the Airfield Safety series of classes, which shall include interns and trainees, and other City employees.

Airport Traffic Division Premium

363. ~~Effective September 1, 2006,~~ employees in classification 9209 (Community Police Services Aide) who are assigned to the Airport Traffic Division and who have completed required training will receive a two percent (2%) premium above their base hourly wage for such duty. Required training is provided by the Airport and includes First Aid, CPR, AED, Anti-Terrorism Training, and other training reasonably related to the employee's job duties.

District Station Premium

364. ~~Effective October 1, 2006,~~ employees in classification 9209 (Community Police Services Aide) who are assigned to a district station will receive a five percent (5%) premium for the duration of the employee's assignment to a district station.

2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist Series)

365. Market Adjustments. In recognition of severe market inequities and recruitment and retention problems, the schedules of compensation for employees assigned to the following classes 2467 Diagnostic Imaging Technologist I, 2468 Diagnostic Imaging Technologist II, 2469 Diagnostic Imaging Technologist III, and 2470 Diagnostic Imaging Technologist IV shall be increased as follows:

366. a. ~~July 1, 2004—10%~~ *Employees hired on or after July 1, 2004 shall receive a \$2000 recruitment bonus upon their scheduled start date. Such employees shall receive an additional \$2000 recruitment bonus upon completion of six months service.*
367. b. ~~Effective the pay period closest to January 1, 2005 a new step 6 shall be added to the compensation schedule which shall be 5% above Step 5. All employees covered under this section who have currently served at Step 5 for longer than 12 months shall immediately move to Step 6. All other employees shall advance to Step 6 upon completion of twelve (12) months of service at Step 5.~~
368. c. ~~Employees hired on or after July 1, 2004 shall receive a \$2000 recruitment bonus upon their scheduled start date. Such employees shall receive an additional \$2000 recruitment bonus upon completion of six months service.~~
369. d. ~~Effective July 1, 2006, base wages for classifications 2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist series) shall be increased by seven and a half percent (7.5%); and effective July 1, 2007, base wages for classifications 2467, 2468, 2469 and 2470 (Diagnostic Imaging Technologist series) shall be increased by an additional two and a half percent (2.5%).~~
370. e. ~~Effective July 1, 2007, a new step 7 shall be added to the compensation schedule at 5% above Step 6. All employees covered under this section who have currently served at Step 6 for longer than thirty-six (36) months shall immediately move to Step 7. All other employees shall advance to Step 7 upon completion of thirty-six (36) months of service at Step 6.~~

371. The parties shall establish a labor-management committee to address weekend shifts. Each side may appoint no more than two representatives to this committee.
372. Local ~~790~~1021 shall appoint two representatives to participate in an existing DPH management committee which shall address health and safety and equipment issues related to radiologic technologists. The Committee shall meet not less than monthly and report directly to the Director of the Department of Public Health.

4215 Assessor-Recorder Senior Office Specialist

- 372a. Employees in classification 4215 Assessor-Recorder Senior Office Specialist who possess a valid County Recorders' Association of California (CRAC) Recordable Document Examiner certificate and have completed 12 months of service at Step 5 in this classification, shall be eligible to receive Step 6, if assigned to the Recorder's unit.**

Skilled Nursing Facility "Pass Through"

373. ~~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 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:~~
374. ~~Either party may request to re-open these provisions consistent with the Welfare and Institutions Code Section 14110.6 solely for consideration of qualifying for "pass through" funds, if available, for fiscal years 2000-2001, 2001-2002 and 2002-2003.~~
375. ~~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. The amount is to be determined by the parties and approved by the Board of Supervisors. The parties shall determine the exact amount of the premium and what services qualify for the premium.~~
376. ~~This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.~~

Longevity Premium

377. Effective July 1, 1995- Notwithstanding the provisions of sub-sections (1), (2) or (3) of Article III.~~G~~H. SALARY STEP PLAN, after completion of ten (10) years of service for the City and thereafter in any classification an employee shall be granted an additional thirty cent (\$.30) per hour longevity increment.
378. Effective July 1, 1997: An employee who voluntarily moves to another classification shall not be eligible for longevity pay until he/she has served ten (10) continuous years in the classification.

Notwithstanding the preceding sentence, an employee who currently receives longevity pay shall continue to receive longevity pay, unless he/she voluntarily moves to another classification.

POST and/or Educational Premium Pay (2580 Medical Examiner Investigator series)

379. Employees in classifications 2577 Medical Examiner’s Investigator I, 2578 Medical Examiner’s Investigator II, and 2579 Medical Examiner’s Investigator III ~~2580 Medical Examiner Investigator~~ who possess and maintain a valid Intermediate POST Certificate shall receive a premium equal to four percent (4%) of their base rate of pay.
380. Employees in classifications 2577 Medical Examiner’s Investigator I, 2578 Medical Examiner’s Investigator II, and 2579 Medical Examiner’s Investigator III ~~2580 Medical Examiner Investigator~~ who possess and maintain a valid Advanced POST Certificate shall receive a premium equal to six percent (6%) of their base rate of pay. Any employee who receives the 6% premium shall not receive the 4% premium described in paragraph 379.
381. Recruitment and Retention. Upon request of the Union or the City, the City and the ~~the~~ Union shall appoint members of a Labor-Management committee to meet and confer as to employee premium and equity claims regarding a demonstrated recruiting and retention problem in a classification. When a request to meet and confer is submitted by December 1 of either year ~~For Fiscal Years 2006-2007 and 2007-2008~~ 2012-2013 or 2013-2014, the Union and the City shall meet no later than January 1 of the following each year, and any agreed-upon wage adjustments resulting from this process will be effective the following July 1. The criteria for such wage adjustments shall include:
382. a. The base wage for the classification is below or above that of employees performing the same or similar work in the relevant labor market (including both public and private, and other City and County of San Francisco job classifications) as demonstrated by verifiable salary surveys; and/or
383. b. There is an ongoing and demonstrable recruitment and/or retention problem.
384. The impasse procedure of Charter section A8.409 is ~~not~~ applicable to this paragraph, with arbitration by March 2013, and decision by May 1, for any unresolved claims. Implementation of any change is to be effective upon expiration of this MOU, except that any claims as to the Sheriffs’ Cadet and Food Service Worker classifications will be heard first and any changes for those classifications will be effective as of July 1, 2013.

8238 Public Safety Communications Dispatcher and 8239 Senior Police Communications Dispatcher

385. Law Enforcement, Fire, and Medical Call Taking and Radio Dispatch Premium: Said Employees, upon sign-off verification by the appointing officer of successful completion of the law enforcement, fire, and medical call taking and radio dispatch classroom and on-the-job training programs, shall receive a premium equal to four percent (4%) of base pay.

2450 Pharmacist and 2454 Clinical Pharmacist

386. Effective July 1, 2006, base wages for classifications 2450 Pharmacist and 2454 Clinical Pharmacist shall be increased by seven and a half percent (7.5%); on April 5, 2008, base wages for classifications 2450 Pharmacist and 2454 Clinical Pharmacist shall be increased by two percent (2%); and on April 4, 2009, base wages for classifications 2450 Pharmacist and 2454 Clinical Pharmacist shall be increased by one-quarter percent (0.25%).
387. Effective July 1, 2007, a new step 6 shall be added to the compensation schedule at 5% above Step 5. All employees covered under this section who have currently served at Step 5 for longer than twenty-four (24) months shall immediately move to Step 6. All other employees shall advance to Step 6 upon completion of twenty-four (24) months of service at Step 5.
388. New Hire Bonus: Full-time non-exempt employees hired on or after July 1, 2006 shall receive a \$5,000 new hire bonus on the payday closest to ninety (90) days after their actual start date. Such employees shall receive an additional \$5,000 new hire bonus upon completion of eighteen (18) months service. Part-time employees shall be entitled to the new hire bonus on a pro-rata basis.
389. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.

8237, 8238 and 8239 (Public Safety Communications Series)

390. Effective July 1, 2006, base wages for classifications 8237, 8238 and 8239 (Public Safety Communications series) shall be increased by seven percent (7%).
391. Effective July 1, 2007, steps 1 and 2 for classification 8238 shall be increased by approximately 5%, so as to place the compensation pay range on a standard salary grade (i.e., on-matrix).
392. A. New Hire Bonus: Full-time, non-exempt employees hired on or after July 1, 2007 in classifications 8237 or 8238 shall be eligible to receive a one-time \$1,000 new hire bonus to be paid upon completion of training. No individual employee may receive more than one such payment.
393. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.
394. B. Referral Bonus: Effective July 1, 2007, employees in class 8237, 8238 and 8239 who refer a new applicant to the department in classification 8237 or, 8238 shall be eligible to receive a referral bonus of \$1,000 upon that candidate's successful completion of training. To qualify, the referring employee must verify that he/she has made at least three contacts with the applicant prior to the start date of the training. For purposes of this provision, a "new applicant" is an individual who has not previously applied for a position in any of the following classifications: 8237, 8238, or 8239.
395. The Referral Bonus shall not be considered compensation for the purpose of computing retirement benefits.

396. C. Alternative Work Schedule Bonus: If the parties agree to a 4-11 alternative work schedule to be implemented on or before February 1, 2008, each non-probationary, active employee in these classifications at the time of implementation will be paid a one-time, lump sum bonus of \$2,000 in the first full pay period after such implementation. In such event, the current 4% dispatch premium will be rolled into base pay upon the new work schedule's implementation.
397. The Alternative Work Schedule Bonus shall not be considered compensation for the purpose of computing retirement benefits.

9202, 9203 and 9204 (Airport Communications Series)

398. Effective July 1, 2006, base wages for classifications 9202, 9203 and 9204 (Airport Communications series) shall be increased by eleven percent (11%).
399. A. New Hire Bonus: Full-time, non-exempt employees hired on or after July 1, 2007 shall be eligible to receive a \$1,000 new hire bonus upon completion of training. No individual employee may receive more than one such payment.
400. The New Hire Bonus shall not be considered compensation for the purpose of computing retirement benefits.
401. B. Referral Bonus: Effective July 1, 2007, employees in class 9202, 9203 and 9204 who refer a new applicant to the department in classification 9202 or 9203 shall be eligible to receive a referral bonus of \$1,000 upon that candidate's successful completion of training. To qualify, the referring employee must verify that he/she has made at least three contacts with the applicant prior to the start date of the training. For purposes of this provision, a "new applicant" is an individual who has not previously applied for a position in any of the following classifications: 9202, 9203 and 9204.
402. The Referral Bonus shall not be considered compensation for the purpose of computing retirement benefits.

2580 Medical Examiner Investigator

403. Effective July 1, 2007, the base wage for classification 2580 Medical Examiner Investigator shall be increased by five percent (5%).

9212 and 9220 (Airport Safety Officer Series)

404. Effective July 1, 2006, base wages for classifications 9212 (Airport Safety Officer) and 9220 (Airport Operations Supervisor) shall be increased by two percent (2%).

2940 and 2944 (Protective Service Workers)

405. In addition to the current Salary Step Plan, all employees in class 2940 Protective Service Worker and 2944 Protective Service Supervisor shall receive a sixth (6th) step increase of five percent (5%) one year after receiving the Step Five increase.

8300 Sheriff's Cadet

406. 8300 Sheriff's Cadets shall be paid at a flat rate equivalent to the rate of pay for the top step of classification 8300 as of the execution of this Agreement.

8141 Worker's Compensation Adjuster and 8165 Worker's Compensation Supervisor I

407. Effective July 1, 2006, base wages for classifications 8141 Worker's Compensation Adjuster and 8165 Worker's Compensation Supervisor I shall be increased by two and a half percent (2.5%); and effective June 30, 2007, base wages for classifications 8141 Worker's Compensation Adjuster and 8165 Worker's Compensation Supervisor I shall be increased by two and a half percent (2.5%).

Parking Control Officer Series

408. A. ~~Subject to the approval of the Board of the Municipal Transportation Agency, not later than December 30, 2006, all employees in classifications 8214 (Parking Control Officer) and 8216 (Senior Parking Control Officer) shall be designated as "service critical" within the meaning of San Francisco Charter Section 8A.104(e).~~
409. B. ~~In addition to the general wage increase provided elsewhere in this Agreement, employees in classifications 8214 (Parking Control Officer) and classification 8216 (Senior Parking Control Officer) shall receive the following additional increases on the dates indicated:~~
410. 1. ~~Effective December 30, 2006, base wages for these classifications shall be increased by two and one half percent (2.5%).~~
411. 2. ~~Effective April 5, 2008, base wages for these classifications shall be increased by one and one half percent (1.5%).~~
412. C. ~~Effective the close of business June 30, 2009, these classes shall be transferred to the MTA/SEIU bargaining unit, shall be covered by the MTA/SEIU contract, and shall be subject to successor bargaining between the MTA and SEIU for the "service critical" unit.~~
413. D. ~~Beginning January 2007 and every other year thereafter, the City shall conduct a national salary survey of comparable jurisdictions which employ persons performing reasonably comparable duties to those duties performed by Parking Control Officers and Senior Parking Control Officers in the employ of the MTA. The information gathered by this bi-annual survey shall be made available by the City to the MTA and the Union not later than April 1 of each survey year. The parties agree that upon the completion of each survey, they shall utilize the results to review existing wages and benefits for these classifications, and to evaluate wage and benefit issues.~~

Retirement Restoration Payment

414. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes ~~was~~ impacted by the unpaid legal holidays or a wage adjustment in lieu of unpaid legal holidays **in Fiscal Years 2009-2010 or 2010-2011** described in Article III.G. **of the parties' 2006-2011 Agreement**, the City will provide restoration pay equaling the pensionable value of the unpaid legal holidays or wage adjustment described in Article III.G. **of the parties' 2006-2011**

Agreement, for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

Phlebotomy Premium

415. ~~Effective June 30, 2009, employees in class 2303 Patient Care Assistant at San Francisco General Hospital, who are in Temporary Civil Service (“TCS”) appointments as of May 23, 2009, shall receive a one time \$600 bonus. Employees may elect to receive either the \$600 bonus or Department of Public Health provided training toward obtaining the Certified Phlebotomy Technician 1 (CPT-1) certificate. Employees must make their election no later than July 31, 2009. In the absence of a timely election, the employees will be deemed to have elected the \$600 bonus.~~
416. ~~Effective June 30, 2009, employees in class 2303 Patient Care Assistant at San Francisco General Hospital, who are in Temporary Civil Service (“TCS”) appointments as of May 23, 2009, shall be eligible to receive a 5% phlebotomy premium on all hours worked if they (a) obtain and possess a current Certified Phlebotomy Technician 1 (CPT-1) Certificate issued by the State of California, Department of Health Services no later than September 22, 2009; and (b) are in positions designated and required by the Department of Public Health to perform phlebotomy.~~

Relief for Individual Employees

417. ~~The 0.95% base salary reduction described above in paragraph 258~~ **parties’ 2010-2012 Agreement will fund created the** “Layoff Impact Premiums” for certain employees in the following classes who were impacted by layoffs or reductions in hours during FY 2008-2009 and FY 2009-2010:

1424 Clerk Typists
1428 Unit Clerks
2302 Nursing Assistants (May and November 2009 layoffs)
1444 Secretary I
1446 Secretary II
1426 Senior Clerk Typists
8202 Security Guard
8226 Museum Guard

418. Effective the close of business on June 30, 2012, individual employees who are (a) in classes 1424, 1426, 1428, 1444, 1446 and 2303 and (b) who are listed in Attachment B of this Agreement will receive base wages consistent with their pre-layoff classification.
419. Effective the close of business on June 30, 2012, in lieu of the Layoff Impact Premiums described in paragraph 417, the City will make available full-time status to individual employees who are (a) in classes 8202 and 8226 and (b) who are listed in Attachment C of this Agreement; and thereafter, said employees shall be ineligible to receive the Layoff Impact Premiums. Those employees who accept full-time employment will be scheduled consistent with the full-time status.
420. ~~For classifications other than Museum Guards and Security Guards, the intent of these premiums is to provide premium pay equivalent to the difference between an eligible employee’s pre-layoff base salary and post-layoff base salary for the term of this agreement. For Museum Guards (Class 8226)~~

and Security Guards (Class 8202), the intent is to provide premium pay equivalent to five (5) hours base pay per week. Said premiums will expire at close of business on June 30, 2012.

420a. Any past or future credit to which the City may be entitled to claim under the Settlement Agreement of September 2011 for picking up the bargaining unit “Layoff Impact Premium” effective July 1, 2012, is fully extinguished by the terms of this Agreement.

E. PARAMEDIC BENEFITS

421. The City agrees to maintain the provisions of Section 16.171 of the San Francisco Administrative Code relating to disability benefits for 2526 Ambulance Driver, 2530 Senior Medical Steward, 2532 Paramedic and 2534 Paramedic Supervisor, except that eligibility of disability benefits shall begin with the first day of injury.
422. The City shall pay both the local and state EMS recertification fees for all EMT Paramedics (permanent and temporary) who have worked a minimum of 1,000 hours in the previous twelve (12) months prior to recertification. The fees shall be paid by the City at least forty five (45) days in advance of the due date imposed by state and local agencies.

EF. OVERTIME COMPENSATION

423. Overtime is hereby defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week except those electing to work ten (10) or twelve (12) hour work days. In the event an employee elects to work a ten (10) hour day, for example, he/she shall begin earning overtime rates after ten (10) hours. Legal holidays shall count as time worked for the purpose of computing overtime.

Assignment of Overtime

424. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.
425. Any employee working in excess of the regular or normal work day or week shall be compensated at the overtime rate of one-and-one-half times the base hourly rate which shall include a night differential if applicable.
426. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
427. Overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the department or in the facility and continue down through the seniority list which shall be provided to the Union upon request. Overtime shall be equalized among all volunteers on an annual basis. Each department shall provide its overtime records to the Union Steward upon request. Appointing Officers shall give as much notice as possible of available overtime to be worked.
428. Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign up for said overtime. The

posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority.

429. All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.
430. For the purposes of this provision, the evaluation of an employee's qualifications shall not be arbitrary.

Overtime for Non-"Z" Employees

1. Overtime Pay or Compensatory Time

431. Non "Z" designated employees and employees in Class 2450 Pharmacist who work or, who are suffered to work overtime shall be paid in salary unless the individual employee requests in writing compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2).

2. Maximum Accrual of Compensatory Time

432. Employees occupying non "Z" designated positions and designated "L" positions may accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half (1-1/2). Those employees occupying positions designated as "L" shall not accumulate in excess of four hundred eighty (480) hours calculated at time and one-half.

3. Use of Compensatory Time

433. Non-"Z" and "L" designated employees shall be allowed to take any accrued compensatory time upon request to his/her supervisor. Requests for use of accrued compensatory time off shall not be unreasonably denied. At the employee's option, any accrued compensatory time off shall be paid at the end of the fiscal year. If the employee does not exercise such option, accrued compensatory time will be carried over to the next fiscal year.

4. Pay out of compensatory time for non-"Z" and "L" class employees at termination of employment

434. Any compensatory time earned but not used at the time of an employee's termination of employment shall be paid in cash.

Overtime for "Z" Employees

435. Employees occupying positions determined to be exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules. Unused accrued compensatory time will be carried over to the next fiscal year.

Overtime for 2940 Protective Service Workers and 2944 Protective Services Supervisors

436. For employees occupying positions in 2940 Protective Service Workers and 2944 Protective Services Supervisors who have accrued one hundred fifty (150) hours or more of CTO, the department can

mandate that the CTO time be scheduled and taken within the next six (6) months. Scheduling shall be by mutual agreement. Upon receipt of such notice of accrual of one hundred fifty (150) or more hours of CTO, the employee shall request days to take off as CTO within the next six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full work-day blocks unless an alternative is mutually agreed upon.

437. Any employee covered by ~~this Section~~ **paragraph 436** who accrues more than two hundred forty (240) hours of compensatory time shall be paid for all hours over two hundred and forty on a quarterly basis.
438. Other classifications subject to this Agreement shall be added to this listing, and shall be entitled to the benefits of this provision if the Union can show that such classes are also subject to excessive accrual or problems utilizing compensatory time off. The City shall review all Z-symbol classifications periodically for conformity with FLSA.
439. If employees ~~subject to the provisions of paragraphs 434 through 436~~ **in classes 2940 Protective Service Workers and 2944 Protective Services Supervisors** at the time of separation from employment have accrued compensatory time off, they shall be entitled to cash out up to eighty (80) hours of said CTO time upon their separation. A written notice of separation from employment is given by the employee to his/her supervisor not less than three (3) months prior to the date of separation, unless the employee and the supervisor mutually agree otherwise. If employees are denied a reasonable opportunity to use their comp time prior to their separation, and they have submitted a notice of separation as aforesaid, then the employee shall be entitled to the full cash-out of all accrued compensatory time off up to a maximum of two hundred and forty (240) hours.

FG. HOLIDAYS

Designation of Holidays

440. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
441. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; July 4; first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

Floating Holidays

442. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City Service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holidays received in one fiscal year but not used may be carried forward to the next

succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year.

442a. Additionally, employees shall receive a one-time award of two (2) floating holidays in Fiscal Year 2012-2013, to be administered in accordance with the above paragraph.

443. ~~Effective July 1, 2010 for Fiscal Year 2010-11, in recognition of the value of wage concessions during the year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 442 above. However, these floating holidays will be awarded on a quarterly basis (i.e. three floating holidays will be allotted in first full pay period beginning on July 1st, October 2nd, January 8th, and April 16th of the fiscal year). The parties agree that employees may be required to take no more than five of the floating holidays for the four working days between December 25, 2010 and January 1, 2011, and one day for the day prior to Thanksgiving 2010, when the City has implemented Minimum Staffing Days.~~
444. ~~Effective July 1, 2011 for Fiscal Year 2011-12, in recognition of the value of wage concessions during that year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 442 above. These floating holidays will be on a quarterly basis (i.e. three floating holidays will accrue in first full pay period on July 1st, October 1st, January 7th, and April 14th of the fiscal year). If the number of unpaid furlough days (or equivalent) for the year is reduced by operation of the provisions of paragraph 252 above, the number of additional floating holidays will be reduced in a corresponding manner. The parties agree that employees may be required to take no more than five of the floating holidays for the four days working days between December 25, 2011 and January 1, 2012, and one day for the day prior to Thanksgiving 2011, when the City has implemented Minimum Staffing Days.~~
445. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, ~~2012~~**2013** may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.
446. During Fiscal Years ~~2010-11, 2011-12, 2012-13, 2013-14 and 2014-15~~, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. ~~Except for days taken during Minimum Staffing Days, f~~floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.
447. ~~The City will evaluate City departments or divisions for which Minimum Staffing Days are appropriate. Minimum Staffing Days may take the form of complete closures or minimum staffing. On or before August 1, 2010, the City will notify the PEC which departments/divisions have been slated for Minimum Staffing Days and/or reduced staffing. If the PEC has any concerns regarding the list, it must make its concerns known to DHR within fourteen (14) calendar days. DHR agrees to discuss any concerns raised by the PEC via this process. If the PEC finds DHR's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by the City and the PEC are~~

~~the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend – five (5) days.~~

Saturday Holidays

448. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in San Francisco Administrative Code Section 16.4 ~~Section 7.702 of the Charter~~. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within one (1) calendar year of the date of the holiday.

Holidays for the School & College Districts

449. The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

Holiday Compensation for Time Worked

450. Employees required by their respective appointing officers to work on any of the above-specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation at the rate of time and one-half (1-1/2) the usual rate of pay for all regularly scheduled hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime at the rate of time and one-half (1 1/2).
451. ~~From June 30, 2009 through September 6, 2010, non “Z” employees will continue to be eligible to earn holiday pay (HP) at the one and one half time rate if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.~~
452. Ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.
453. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued. Provided however that “Z” employees may, at the end of each fiscal year, choose to receive a cash payment in lieu of accrued compensatory time for each holiday worked during the fiscal year.
454. ~~From June 30, 2009 through September 6, 2010, “Z” designated employees will continue to be eligible to earn compensatory time off (CTO) if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.~~

Holidays for Employees on Work Schedules Other Than Monday Thru Friday

455. Employees assigned to seven (7) day-operation departments or employees working a five (5) day workweek 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.

456. 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.
457. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.
458. Such days off must be used in the current or next fiscal year after the day off has been earned.

Holiday Pay for Employees Laid Off

459. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday.

Employees Not Eligible for Holiday Compensation

460. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or, except as provided in paragraph 504 (Benefits for Non-Permanent employees) of this Agreement, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

Part-time Employees Eligible for Holidays

461. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays on a proportionate basis.
462. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly 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.
463. The proportionate amount of holiday time off shall be taken in the same or next fiscal year in which the holiday was provided. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

Time Off for Voting

464. 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.

GH. SALARY STEP PLAN AND SALARY ADJUSTMENTS

Salary Step Plan

465. 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

466. An employee who is a permanent appointee following completion of the probationary period or an employee who has served six (6) months of continuous service, and who is appointed to a position in a higher classification, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to a step in the promotive class as follows:

467. 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 (2) steps to the closest step representing a 10% increase in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the appropriate classification.
468. 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 10% above the salary received in the class from which promoted. The proper step shall be determined in the biweekly salary grade and shall not be above the maximum of the salary range of the promotive class.

2. Provisional to Promotive

469. Consistent with the Temporary Employees' Agreement attached hereto, a provisional appointee who accepts appointment to a promotive position from a regular eligible list shall have his/her salary in the promotive appointment based on the salary in his/her regular civil service next lowest rank position from which s/he gained promotive eligibility, except as herein provided.

470. If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under provisional appointment:

471. a. That the employee was serving under permanent provisional appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.
472. b. That the employee received a salary above the entrance rate of the compensation schedule in the permanent limited tenure appointment.
473. c. That if the salary steps in the provisional class and the regular promotional class do not match, the employee shall be advanced to the salary step in the compensation schedule nearest that received in the provisional appointment.

474. d. Further increments in the compensation schedule in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

3. Nonpromotive Appointment

475. When an employee accepts an appointment in a class having the same or lower salary grade, the employee shall be placed at the step nearest to, but not less than their current salary, not to exceed the maximum of the salary grade.

4. Appointment Above Entrance Rate

476. Appointments may be made at any step in the salary grade upon mutual agreement with the Union under any one of the following conditions::

477. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
478. b. Loss of compensation would result if appointee accepts position at the normal step.
479. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step.
480. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
481. e. If a new employee is hired above Step 1 under section (4)(c) above, all incumbents in the same classification shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall maintain their original anniversary date in the class for future step increases.

481a. The Appointing Officer seeking such Appointment Above Entrance, through a designated sender, shall submit a written request to a designated recipient for the Union, for which the Union shall have five (5) business days to respond. If the Union fails to respond within five (5) business days, the Appointing Officer may proceed with the Appointment Above Entrance.

5. Appointive Position

482. An employee whose position is affected by the provisions of II.D. Layoff of this Agreement and is thereupon appointed to another appointive position shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service.

6. Reappointment Within Six Months

483. An 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.

Compensation Adjustments

1. Prior Fiscal Year Promotion

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

485. The salary and anniversary increment date shall be adjusted for any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from the promotional examination was held.

2. Salary Increase in Next Lower Rank Classification

486. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the rate of pay to an employee who was promoted from such lower class shall be equivalent to the salary s/he would have received had s/he remained in such lower class.

3. Flat Rate Converted to Salary Range

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

4. Continuation of Salary Step Earned Under Temporary Appointment

488. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this Agreement, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

5. Credit for Non Permanent Service

489. A non permanent employee who has completed six (6) months or more of non permanent employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the one (1) year required service from the date of permanent appointment. These provisions shall not apply to non permanent employees who are terminated for unsatisfactory services or resign their non permanent position.

6. Salary Anniversary Date Adjustment.

490. Permanent employees working under provisional appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary

adjusted in the provisional or temporary class when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

1. Transfer

491. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he 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.

2. Reemployment In an Intermediate Classification

492. 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.

3. Reemployment In a Formerly Held Classification

493. 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 based upon actual permanent service in the classification from which laid off.

Salary Step Placement Resulting from Status Grant

494. Employees who are granted status in another class where the salary grade is higher than the current class shall be placed at the same salary step in the new class as the employee was at in the former class and maintain his/her anniversary date.

HI. NON-PERMANENT EMPLOYEES

Testing of Non-Permanent Employees

495. The Union and the City shall meet upon the request of either party regarding classifications that have excessive numbers of non-permanent employees. If deemed by the parties to be useful, they may establish a joint committee for the purpose of reaching an agreement which shall be submitted to the Civil Service Commission for approval, if required by Charter. Nothing herein shall be construed, however, as the Union's agreement to proceed with rule of the list appointments in a manner other than the process previously established between the Union and the Civil Service Commission under Rule 113.

496. Non-permanent employees with two years or more of continuous service in class and who: (a) are available for appointment from an eligible list, and (b) are displaced because of the appointment of another eligible, and (c) are not offered employment in a comparable position, shall receive severance pay as follows:

two to three years of service in class	one weeks of pay per year of service
four to nine years of service in class	two weeks of pay per year of service
ten or more years of service in class	three weeks of pay per year of service

Save-Our-Services Labor/Management Committee

497. Both the City and the Union recognize the need to:
- review the use of public/private partnerships;
 - review the use of personal services contracts; and
 - use “as-needed” and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.
498. In pursuit of this goal, the parties agree to the creation of an SOS Labor/Management Committee consisting of four (4) City representatives and four (4) representatives from SEIU, whose members shall be granted release time to take part in meetings of the Committee.
499. The Committee shall initially convene no later than July 1, 2010, shall meet at least monthly, and shall work cooperatively to:
- a. identify and recommend processes for ending long-term provisional and as-needed employment;
 - b. review utilization patterns within departments;
 - c. identify departments that may be better staffed with a higher percentage of permanent positions;
 - d. review and make recommendations on the use of public/private partnerships; and
 - e. review and make recommendations on the use of personal services contracts with the goal to reduce personal service contracts.
 - f. Identify and address those departments whose use of Prop F and As-Needed employees may be inconsistent with Civil Service Rules.
500. The Committee shall complete its work no later than June 30, 2011, unless the parties mutually agree to a later date. The Committee shall submit quarterly reports to the Human Resources Director and the Union.

Flat Step Classifications

501. Effective July 1, 1996, represented classes which are currently at a flat biweekly rate shall be converted to the corresponding salary schedule for which the third step is closest to the current flat rate. Employees in prior flat rate represented classes shall be appointed to the step which recognizes the length of service in the classification. Employees with less than six months continuous service shall be appointed to step three. Employees with more than six months, but less than eighteen months continuous service shall be appointed to step four. Employees with more than eighteen months continuous service in the same class shall be appointed to step five.

Part-Time Employees

502. A represented employee working less than full-time, who would not receive a salary increment adjustment otherwise, shall be granted a one-time step increase, not to exceed top step of class, when he or she completes 1040 hours of service in his or her classification.

Seniority

503. The first date of hire in a classification shall be used to break seniority ties of permanent employees in the same classification who have gained or shall have gained permanent status under ATP.

Benefits

504. Employees who have worked 1040 hours in any consecutive twelve (12) month period shall receive all benefits which are provided to permanent employees, including but not limited to retirement, premiums, vacation pay, sick pay, holiday pay and jury duty pay.

Health Benefits for As-Needed Employees

505. The City and the Union agree to ~~develop and implement a~~ **continue the** program to provide health benefits for SEIU-represented “As-Needed” employees. The City commits ~~five hundred thousand dollars (\$500,000) in the first year of this Agreement and two million dollars (\$2,000,000) in each of the second, third and fourth years of this Agreement to develop the program and fund such benefits. Funds not spent in any year will carry over into the next fiscal year. The parties shall exercise all reasonable efforts to begin providing benefits to eligible employees by April 1, 2007.~~ **In addition to the credit referenced in paragraph 420a on the Layoff Impact Premium, the Union has been credited for one half of the fund surplus in the first year of this MOU towards the second year. No credit for the fund surplus applies after the first year of this MOU.**

506. **Effective July 1, 2012,** ~~The parties will establish the As-Needed Health Benefits Committee to design and implement this program~~ **will discuss the issue of federal health care reform mandated health exchanges and how they might impact health benefits for as-needed employees.** The Committee will be made up of six (6) City and six (6) SEIU representatives, who will be granted release time in order to participate in Committee meetings. Individuals with expertise in this area may attend Committee meetings as appropriate. The Committee will meet at least twice monthly ~~beginning no later than August 1, 2006,~~ and more frequently as may be mutually agreed.

507. ~~In the event the Committee is unable to reach consensus on any element of this program by February 15, 2007, the parties agree to refer the dispute to Mr. Barry Winograd for recommended resolution.~~

Data

508. It is the intent of the parties to curtail and limit the use of long-term provisional employment. Accordingly, the parties will continue to make efforts to install and support procedures and policies designed to achieve that objective. Access to relevant data is essential to the Unions' involvement in this process. It is agreed, therefore, that the Department of Human Resources shall provide to the Union a monthly report on computer diskette. Two data sets shall be included on the diskette. The first will include employee name, class name and number and employment status, time in position, and total number of employees represented by the Union by department and classification. The second will list all represented classes containing any provisional employees. It will indicate the list adoption date if a list exists and one or two additional dates related to the list adoption process. The

parties may mutually agree to add data fields that may be requested by the Unions that do not infringe upon privacy or violate law.

IJ. SENIORITY INCREMENTS

Entry at the First Step

1. Advancement Through Salary Steps

509. Except as otherwise provided herein, employees shall advance to the second step upon completion of one thousand forty (1,040) hours worked and to each successive step upon completion of the one (1) year required service.

509a. Effective July 1, 2012: Employees hired on or after July 1, 2012, shall advance to the second step and each successive step upon completion of the one (1) year required service.

510. Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of his/her classification, except where such employee is in a class for which there is a single rate of pay. If an employee's service is not deemed satisfactory, based on a written performance appraisal, the employee may not be eligible for consideration for salary advancement.

511. If an employee does not receive a performance appraisal within forty-five (45) days of his/her performance appraisal due date, and a written notice of intent to withhold the increase no later than fifteen (15) days before the step increase due date, and the employee is scheduled for a step increase, the appraisal for said year shall be considered satisfactory and any step increase due will be provided to the employee retroactively to his/her anniversary date. Denial of a step increase is subject to appeal through the expedited arbitration procedure of this Agreement.

2. School District & Community College Employees

512. Employees of the San Francisco Unified School District and Community College District appointed to school year only permanent positions and whose employment is subject to interruption because of school vacation shall be considered to have completed the first six (6) months of service for increment purposes when the aggregate working time from the date of appointment totals six (6) months. To qualify for this increment, these employees may not be absent on leave without pay during this period for more than one (1) month of the aggregate working time except as provided in paragraph I. They shall advance to the third step on the next day following the completion of one (1) additional year of service and to each successive step upon completion of required service.

Entry at Other Than the First Step

513. 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 (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step. School term only employees of the San Francisco Unified School District or Community College District appointed at a rate of pay in excess of the first step shall advance to the next step in accordance with the provisions of paragraph 469 of this section.

Conversion from Salary Set by Charter Section 8.400

514. Employees with at least six months continuous service in their current classification, shall be eligible to receive annual salary step increments based on their length of service in their current classification. After six months of continuous service, employees at step one shall be eligible to advance to the second step in the salary grade. Thereafter, they shall receive subsequent salary increments on the anniversary dates of the first increment until they reach the fifth step. Non-permanent employees who receive a salary step increment and thereafter become permanent, shall receive subsequent salary increments on the anniversary date of the first increment until they reach the fifth step.

Date Increment Due

515. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class.

Lay-Off

516. An employee who (1) is "laid off" from a permanent appointment, (2) is immediately and continuously employed in another classification with the City, either permanent or temporary, and (3) is thereafter re-employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from his/her permanent appointment.

JK. HEALTH PLAN

Health and Dental Benefits

517. Maintenance of Benefits: The current benefits level shall be maintained for the duration of this agreement.
518. City Contribution: The City shall contribute and continue to contribute a monthly amount towards employee health benefits for each represented employee as determined by Charter Section 8.423, which provides for an annual benefits survey of the ten most populous counties.

Dependent Care Health Benefits

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

Medically Single Employees

520. **From July 1, 2012 to June 30, 2014, for** "medically single"/Employee Only employees (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits), ~~during Fiscal Year 2010-2011 only~~, the City shall contribute all of the premium for the employees' own health care benefit coverage.

520a. Effective July 1, 2014, unless otherwise agreed by the parties or ordered by an arbitration board pursuant to Charter Section A8.409, 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.

520b. For the period July 1, 2014 through December 31, 2014, only, 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, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.

520c. The provisions in paragraphs 520a and 520b above shall not apply to “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such “medically single employees” (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

Fiscal Year 2011-2012 and Thereafter

521. Notwithstanding paragraph 524, effective July 1, 2011, 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.
522. Consistent with the terms of ordinances which are adopted by the Board of Supervisors and pursuant to Charter Section 12.202, the City shall propose changes to the Health Services eligibility criteria to provide for the enrollment of provisional, regularly scheduled employees upon appointment.
523. Subject to Charter requirements and in accordance with its meet and confer obligations under the Meyers Miliias Brown Act, the City agrees to meet with SEIU and other affected unions in the event a Charter amendment is proposed which would require or permit the City to provide employees with health insurance coverage through CalPERS.
524. Dental: The City shall continue to contribute a monthly amount per represented employee sufficient to continue the family dental coverage specified in the Memorandum of Agreement signed and dated March 31, 1992.

Citywide Retiree Health Benefits Committee

525. ~~The City and the Union agree that it is in the interests of the public and all City employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the~~

~~City Charter.—As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board.—In recognition of these facts, the Union and City agree to participate in a City wide Retiree Health Benefits Committee to study and make recommendations regarding funding of retiree health benefits.~~

526. ~~The City and the Union agree to meet and confer on any recommendations of the Committee that have an impact on active employees. Release time shall be provided to SEIU members to participate in the Committee as follows: each SEIU local will receive release time for one representative to attend Committee meetings and complete the work of the Committee. For SEIU locals with represented employees in excess of 5,000 employees, an additional representative will be granted release time for each 5,000, or fraction thereof, over the initial 5,000 represented employees.~~

KL. LONG TERM DISABILITY INSURANCE

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

LM. BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE

528. The City will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the City will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

529. It is not the intent of the City to schedule any employee less than twenty (20) hours per week for the purpose of avoiding the payment of benefits.

MN. RETIREMENT

1. Proposition C

529a. A. The parties recognize the requirement under Charter Section A8.409-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.409-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

529b. B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory statutory employee contribution described in paragraph 529g plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (the “Prop. C Contribution”). The Prop. C Contribution is determined, as set forth in the chart below, based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C Contribution will be 2.5% of covered compensation for miscellaneous safety bargaining unit members in CalPERS earning at the annual rate of less than \$100,000, and 3% of covered compensation for such bargaining unit members earning at the annual rate of \$100,000 or more.

<u>Employer Contribution Rate for Comparable SFERS Employees</u>	<u>Additional Employee Contribution/Reduction for Misc. Safety < \$100K</u>	<u>Additional Employee Contribution/Reduction for Misc. Safety > \$100K</u>
<u>0%</u>	<u>(4.0%)</u>	<u>(5.0%)</u>
<u>0.01% - 1.0%</u>	<u>(4.0%)</u>	<u>(4.5%)</u>
<u>1.01% - 2.5%</u>	<u>(3.75%)</u>	<u>(4.25%)</u>
<u>2.51% - 4.0%</u>	<u>(3.5%)</u>	<u>(4.0%)</u>
<u>4.01% - 5.5%</u>	<u>(2.5%)</u>	<u>(3.0%)</u>
<u>5.51% - 7.0%</u>	<u>(2.0%)</u>	<u>(2.5%)</u>
<u>7.01% - 8.5%</u>	<u>(1.5%)</u>	<u>(2.0%)</u>
<u>8.51% - 10.0%</u>	<u>(1.0%)</u>	<u>(1.5%)</u>
<u>10.01% - 11.0%</u>	<u>(0.5%)</u>	<u>(0.5%)</u>
<u>11.01% - 12.0%</u>	<u>0%</u>	<u>0%</u>
<u>12.01% - 13.0%</u>	<u>0.5%</u>	<u>0.5%</u>
<u>13.01% - 15.0%</u>	<u>1.0%</u>	<u>1.5%</u>
<u>15.01% - 17.5%</u>	<u>1.5%</u>	<u>2.0%</u>
<u>17.51% - 20.0%</u>	<u>2.0%</u>	<u>2.5%</u>
<u>20.01% - 22.5%</u>	<u>2.5%</u>	<u>3.0%</u>
<u>22.51% - 25.0%</u>	<u>3.5%</u>	<u>4.0%</u>
<u>25.01% - 27.5%</u>	<u>3.5%</u>	<u>4.0%</u>
<u>27.51% - 30.0%</u>	<u>3.75%</u>	<u>4.25%</u>
<u>30.01% - 32.5%</u>	<u>3.75%</u>	<u>4.25%</u>
<u>32.51% - 35.0%</u>	<u>4.0%</u>	<u>4.5%</u>
<u>35.01% +</u>	<u>4.0%</u>	<u>5.0%</u>

529c. C. The Prop. C Contribution:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);**
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax**

withholding, unless and until distributed either through a pension benefit or a lump sum payment;

- (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;
- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary.

529d. D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, Section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under paragraph 529g to the extent of the Prop. C Contribution.

529e. E. Any City pickup of an employee's mandatory retirement contribution shall not be considered as a 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 our percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

529f. F. Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase in the employee contribution to CalPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set forth in Charter Section A8.409-4.

2. Employee payment of employee contribution to CalPERS

- 529g. For the duration of this agreement, members of the bargaining unit in CalPERS shall pay the employee share of mandatory retirement contributions effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:**
- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);**
 - (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;**
 - (iii) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary; and**
 - (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.**

Pickup & Savings

City Pickup of Member Contributions

530. ~~For FY 2010-11 (July 1, 2010 to June 30, 2011) only, the City will contribute to the appropriate pension plan:~~
531. ~~(1) full rate on pension covered gross salary for all SFERS members; and~~
532. ~~(2) full rate on pension covered gross salary for all PERS members.~~
533. ~~The aforesaid contributions shall not be considered as a 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. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.~~
534. ~~The City shall not treat these contributions as compensation subject to income tax withholding.~~
535. ~~For FY 2011-12 (July 1, 2011 to June 30, 2012), all SFERS members of the bargaining unit agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary, except, however, as provided in paragraph 264.~~
536. ~~For FY 2011-12 (July 1, 2011 to June 30, 2012), all PERS members of the bargaining unit agree to pay their own employee retirement contribution in an amount equal to nine percent (9%) of covered gross salary, except, however, as provided in paragraph 264.~~

Retirement Restoration

537. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes ~~was~~ impacted by the wage reduction in Fiscal Years 2010-2011 or 2011-2012 described in Article III.A. of the parties' 2010-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Article III.A. of the parties' 2010-2012 Agreement of this Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). ~~For employees who retire prior to July 1, 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (pre-reduction) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.~~
538. Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of four (or five, depending on the number of years of City Service, as described in paragraph 442) to vacation days upon retirement. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four (or five, depending on the number of years of City Service, as described in paragraph 442) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last thirty (30) days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

Temporary Employees

539. Effective 5/1/95 retirement benefits will be provided to temporary employees who have worked at least 1040 hours.

Joint Union Management Committee

540. ~~The City and Union are interested in exploring ways to improve retirement benefits provided to all miscellaneous members. The costing of any retirement proposal requires fully described benefit formulas and all changes identified. For this reason, the parties agree to participate in a City wide task force of labor organizations representing non safety retirement members and City representatives, formed to explore options and document proposals. Actuarial cost analyses will be prepared based on draft charter amendments describing the proposals.~~
541. ~~Release time shall be provided to SEIU members to participate in the taskforce as follows: Each SEIU local will receive release time for one representative to attend taskforce meetings. For SEIU locals with City represented employees in excess of 5,000, an additional representative will be granted release time for each 5,000 employees, or fraction thereof over the initial 5,000 represented employees.~~

Retirement Buy Back

542. It is the intent of the City that the Retirement System shall continue to authorize the pre-tax buyback of pension credits by qualified members.

Retirement Board

Benefit Processing Time

543. The Retirement Board shall process and pay retirement claims, except in cases beyond the Board's control, in the following manner:

BENEFIT

PROCESSING TIME

- | | | |
|------|---------------------------------------|--|
| 544. | Initial monthly retirement allowance. | Initial payment shall begin within sixty (60) days after the first of the month following the date of retirement provided that the appropriate forms of the Retirement System have been submitted. |
| 545. | Withdrawal of Contributions. | A refund of contributions will be paid within six (6) weeks following submission of the appropriate forms of the retirement System. |
| 546. | Death Benefit. | A death benefit will be paid within thirty (30) days from the filing of the appropriate forms of the Retirement System. |

Review of Retirement Portfolio

547. The Retirement System agrees to hold a meeting each Fall, following their annual audit, to review their portfolio with interested unions. The Retirement System will request the unions to submit questions in advance of such meeting to set an appropriate agenda.

Retirement Reopener

548. Consistent with provisions of Charter Section A8.409, this Agreement shall be reopened if the Charter is amended to enable the City and the Union to negotiate and arbitrate retirement benefits.

Release Time for Pre-Retirement Planning Seminars

549. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
550. Employees must provide at least two (2) 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 Departmental operational necessities require the employee's attendance at work on the day such seminar is scheduled. Release time shall not be unreasonably withheld.
551. All such seminars must be located within the Bay Area.
552. This section shall not be subject to the grievance procedure.

Safety Retirement for Certain Classifications

553. During the term of this Agreement, if the voters amend Charter Section A8.506-2 to delete the “no net increase in cost” requirement in that section, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements for eligible classes. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.
554. The parties agree to meet and confer regarding possible implementation of the PERS 3% at 55 retirement benefit for eligible employees covered by this Agreement. The City will request sufficient data from PERS to determine the cost of implementing this benefit in a manner consistent with the requirements of the City Charter and PERS. Upon receipt of such data, the parties will meet and confer, and the meet and confer process shall conclude within six (6) months. It is understood and agreed that the meet and confer process will be conducted in conjunction with other labor organizations representing employees eligible under the Charter for this benefit improvement. The parties acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.

NO. CHILD CARE & VOLUNTEER/PARENTAL RELEASE TIME

555. The Child Care Study Committee shall continue plans and efforts to open an affordable, accessible and high quality child care for City workers on the grounds of San Francisco General Hospital (SFGH), or nearby, as soon as possible given space and financial limitations. The child care center at SFGH shall be designed into any future significant construction at SFGH if a suitable site is not located and child care center is not established by the time of planning for such construction.

Volunteer/Parental Release Time

556. Represented employees shall be granted paid release time to attend parent teacher conferences of two (2) hours per semester.
557. 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.

OP. DCAP PROGRAM

558. The City shall continue to provide a DCAP program to Union members. The Union and the City shall negotiate any beneficial changes to the program or any changes that may be necessary due to tax rule changes.

PQ. MUNICIPAL RAILWAY PASSES

559. The City agrees to attempt to obtain Municipal Railway passes from the Municipal ~~Transit~~ Transportation Agency to be supplied to department heads. Department heads who have employees who are required to move from one City location to another during normal working hours shall be entitled to obtain sufficient Municipal Railway passes to distribute to employees as needed.

It is understood that these passes are to be used by employees only during normal working hours and while on City business.

QR. PAYROLL PROCEDURES

Overtime & Holiday Pay

560. The City agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.

561. The Controller agrees to process and distribute all holiday and overtime ~~paychecks~~ payments with the regular pay warrants for the period in which the overtime was earned.

Recovery of Overpayment

562. Should recovery of overpayment of salary or wages be necessary, the Controller's PPSD will make every attempt to minimize the hardship for the employee.

563. The schedule of recovery of any overpayment shall be made by mutual agreement between the City and the employee. In the absence of a mutual agreement, the City may recover no more than 20% of the total amount in any one biweekly ~~paycheck~~ payment.

564. In correcting all employee underpayment or nonpayment problems, the following ~~guidelines~~ timelines will be used to correct the most significant problems first:

1. No ~~Check~~ **Payment** on Pay Day for the Pay Period

565. Highest priority, full ~~check~~ payment to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4 p.m., the ~~check~~ payment will be issued no later than noon on the following day.

2. ~~Check~~ **Payment** on Pay Day is 10% or More Short of Total Due for Pay Period

566. Second priority, correcting payment to be issued as quickly as possible ~~with the goal of,~~ but no later than three (3) working days of report to payroll.

3. ~~Check~~ **Payment** on Pay Day is Less than 10% Short of Total Due for Pay Period

567. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

Additional Payroll Procedures

568. Upon the request of the Union, the Director of the Controller's PPSD or (designee) agrees to meet with the Union to discuss matters related to the City's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short ~~checks~~ payments, issuance of overtime, holiday, vacation, or final ~~paychecks~~ payments. Departmental representatives will be invited to participate if the Director of PPSD (or designee) deems it appropriate.

Maintenance and Charges

569. 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 the schedule of maintenance charges fixed and determined in the current Annual Salary Ordinance. Such charges will be fixed at their current rates for the term of this agreement.
570. No charge shall be made for meals furnished to cooks, bakers, dieticians, lunchroom helpers and other kitchen workers while on duty.

RS. JURY DUTY

571. An employee shall be excused from work on a work day on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.

Swing and Night Shift Employees

572. An employee who takes jury duty leave shall not be required to work a swing or night shift on the day(s) of the leave and shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.
573. Witness leave shall be paid as currently provided in the Civil Service rules.

ST. VACATION

Vacation and Days Off Scheduling

574. Subject to the approval of the Appointing Officer, vacation periods and days off shall be scheduled by mutual agreement of the employee and his/her supervisor. In the event of a conflict where two or more employees desire the same vacation period or days off, the supervisor shall grant the preference of the more senior employee, after taking into account the needs of the service.

Holiday during Vacation

575. If a holiday occurs during an employee's vacation and the employee would as a matter of law have been entitled to said day as a regular day off, such holiday shall not be considered a day of vacation chargeable to the employee's vacation allowance.

Vacation when Employment Ceases

576. An employee with one year or more of service who ceases to be employed by the city and county and who has neither received nor waived his current annual vacation allowance shall receive a pro-rate payment for all service performed since January 1 of the calendar year in which he ceases to be employed, together with an amount equivalent to any accumulated vacation allowances due him.

Annual Vacations of Employees

577. Every person employed in the city and county service shall be allowed a vacation with pay annually, as long as he continues in his employment, as follows:
1. After one year's continuous service, 10 working days.

2. After five years' continuous service, 15 working days.
3. After fifteen years' continuous service, 20 working days.

578. Employees may elect not to take their entire vacation in any one year and in such event may accumulate the days allowable and not taken for use at some future time, provided, however, that no employee may accumulate unused vacation allowance in excess of 400 hours regardless of length of service.
579. In computing vacation pay, no employee shall be considered to work more than five days each week. Vacation pay for employees working less than a five day week shall be computed proportionately.
580. Vacation pay shall include all premiums, differentials, etc that an employee earns during the regular work year.

Authorization of Transfer of Vacation Credits

581. Employees of the City and County of San Francisco may individually transfer their vested vacation allowance credits to another individual employee of the City and County of San Francisco who has been determined to be catastrophically ill by the employee's head of department, in accord with the definition of catastrophic illness to be provided by the Health Commission, and who has exhausted her or his vacation allowance, sick leave and compensatory time off, provided that such transfer may be made only in compliance with the terms and conditions established by the Board of Supervisors.

TU. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

582. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance Program, the Department of Human Resources shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.
583. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification regardless of any reassignment or reclassification which may occur.
584. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly "take home" earnings of the employee, excluding optional deductions. 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.
585. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave.
586. During the term of the agreement, all classifications added to the SEIU bargaining unit, where other members of the bargaining unit are covered by State Disability Insurance, shall automatically be covered by SDI.

587. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

UV. FAIR LABOR STANDARDS ACT

588. To the extent that the 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.

VW. EMPLOYEE ASSISTANCE PROGRAM

589. The City shall budget one hundred twenty five thousand dollars (\$125,000) in fiscal year 2000-2001 and in each successive year of this agreement to continue a city-wide Employee Assistance Program to be administered by the Department of Public Health.

590. The Joint 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.

WX. DIRECT DEPOSIT OF ~~PAYCHECKS~~PAYMENTS

591. The City shall continue to provide the electronic deposit of ~~paychecks~~payments. At the request of an employee, the City shall continue the electronic transfer at no cost to the employee to the financial institution of the employee's choice so that funds are available on payday.

XY. LEGAL SERVICES PROGRAM

592. The City agrees to administer payroll deductions for employees who volunteer to participate in a pre-paid legal services program to be selected by the Union. The pre-paid legal services program selected by the Union shall be reviewed by the City for compliance with applicable local laws and procedures.

YZ. APPOINTMENT PROCESSING

593. Newly appointed employees shall be provided paid release time to complete post-hire, appointment processing.

Z. PAID SICK LEAVE ORDINANCE

593a. Should the Civil Service Commission amend the Civil Service Rules to allow eligible employees covered by this Agreement to access their sick leave with pay credits after three continuous months of regularly scheduled paid service instead of requiring six continuous months of such service, San Francisco Administrative Code Chapter 12W Paid Sick Leave Ordinance shall be deemed expressly waived in its entirety by the Union, and said amended provision shall apply to covered employees.