

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**MACHINISTS UNION, LOCAL 1414**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**& AEROSPACE WORKERS**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190**

**JULY 1, 2006- JUNE 30, 2012**

**Revised Per Amendment #3**

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**ARTICLE I - REPRESENTATION**

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and the Automotive Machinists Union, Local 1414, Machinists Automotive Trades District 190, International Association of Machinists and Aerospace Workers (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

**I.A. RECOGNITION**

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

- 7126 Mechanical Shop & Equipment Supt.
- 7225 Transit Paint Shop Supervisor I
- 7228 Automotive Transit Shop Supervisor I
- 7232 Hetch Hetchy Mechanical Shop Supervisor
- 7241 Senior Maintenance Controller
- 7249 Automotive Mechanic Supervisor I
- 7254 Automotive Machinist Supervisor I
- 7258 Maintenance Machinist Supervisor I
- 7264 Automotive Body & Fender Worker Supervisor I
- 7277 City Shops Assistant Superintendent
- 7305 Metal Fabricator
- 7306 Automotive Body & Fender Worker
- 7309 Car and Auto Painter
- 7313 Automotive Machinist
- 7315 Automotive Machinist Assistant Supervisor
- 7322 Automotive Body & Fender Worker Assistant Supervisor
- 7325 General Utility Mechanic
- 7330 Senior General Utility Mechanic
- 7331 Apprentice Maintenance Machinist
- 7332 Maintenance Machinist
- 7337 Maintenance Machinist Assistant Supervisor
- 7340 Maintenance Controller
- 7381 Automotive Mechanic
- 7382 Automotive Mechanic Assistant Supervisor
- 7387 Upholsterer
- 7434 Maintenance Machinist Helper

**I.B. INTENT**

3. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the City and ratification by the Board of

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Supervisors and the Union or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.

4. 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.

### **I.C. MANAGEMENT RIGHTS**

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

### **I.D. NO STRIKE PROVISION**

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

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

#### 1. Official Representatives

8. The Union may select as many as two (2) employee members of such organization from the appropriate unit represented by such organization, and one additional such employee member for each 250 employees, or fraction thereof, in excess of 200 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations or the appointing officer of a board or commission, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussion, 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:
  9. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

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10. b. No selected employee member shall leave the duty or work station, or assignment, without specific approval of the employee's department head or other authorized executive management official.
11. c. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
12. d. Elected Union Representatives shall be allowed to attend regularly scheduled Union caucuses for purposes of City business during normal working hours without loss of compensation. The compensation is not to exceed four hours per month per representative and shall be subject to paragraphs A, B, and C of Section I.E.

2. Stewards

13. a. The Union shall furnish the appropriate department with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by the Union none will be recognized for that area or shift.
14. b. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
15. c. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
16. d. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.
17. e. Shop stewards shall not interfere with the work of an employee.
18. f. The Board of Supervisors encourages departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of this Agreement, other departmental Agreements if they exist, and other matters relating to their working conditions.
19. g. It is the policy of the Board of Supervisors that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable time should be granted to a reasonable number of employees elected to transact union business provided that ten (10) days' written notice be given by the Union to the City.

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**I.F. UNION SECURITY**

1. Authorization for Deductions

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

2. Dues Deductions

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

**I.G. AGENCY SHOP**

22. The application except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days' prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

1. New Employees

23. The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

2. Service Fee

24. Upon such an event occurring, employees of the City in the particular unit or subunit, 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. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

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### 3. Financial Reporting:

25. Annually, the Union will provide an explanation for the fee and sufficient financial information to enable the fair share 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.

### 4. Religious Exemption

26. Any employee of the City in a classification described in subsection (1) hereof who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Union shall be informed in writing of any such request.

### 5. Payroll Deduction

27. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in subsection (b) and each pay period thereafter, the controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in subsection (a) thereof, and, each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the controller will promptly pay over to the Union all sums withheld for membership or service fees.

### 6. Employee Lists

28. a. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
29. b. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
30. c. The City agrees to provide the Union with the names and classifications of newly hired employees. The City will provide such new employees with the "Hudson" notice prepared by the Union.

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### **7. Indemnification**

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

### **8. Hudson Compliance**

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

## **I.H. BULLETIN BOARDS**

33. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

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

### **1. APPLICATION**

34. This grievance procedure applies to conditions of employment as set forth in this Agreement.
35. a. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in this Agreement.
36. b. **EXCLUSION OF CIVIL SERVICE MATTERS** - The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

### **2. GRIEVANCE PROCEDURE STEPS**

37. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

#### **STEP 1 – Immediate Supervisor**

38. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
39. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor with copies to the Appointing Authority or designee, and the Union.

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40. c. The Letter of Grievance - Step One, shall contain:
- (1) The date of the informal discussion;
  - (2) The date of the submission of the Letter of Grievance to the immediate supervisor;
  - (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
41. d. The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, with copies to the Appointing Authority or designee.
42. e. The Answer to Letter of Grievance - Step One, shall contain:
- (1) The date of receipt of the Letter of Grievance, - Step One;
  - (2) The date of the submission of the Answer to Letter of Grievance - Step One, to the grievant;
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

**STEP 2 – Intermediate Supervisor**

43. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the Appointing Authority.
44. b. The Letter of Grievance - Step Two, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step One;
  - (2) Date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor;
  - (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
45. c. The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to

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Letter of Grievance - Step Two, to the grievant and the Appointing Authority or designee.

46. d. The Answer to Letter of Grievance - Step Two shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Two,
  - (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

STEP 3 – Appointing Authority

47. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the Appointing Authority.
48. b. The Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two;
  - (2) Date of submission of the Letter of Grievance - Step Three, to the Appointing Authority;
  - (3) The specific section(s)/subsection(s) of the Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
49. c. The Appointing Authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant.
50. d. The Answer to Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Three;
  - (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant;
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The resolution of the grievance.
51. e. Unless waived by written mutual agreement of the grievant and the Appointing Authority, a meeting is required at this step.
52. f. The seven (7) working day time limited noted in Step Three above may be extended by written mutual agreement between the grievant and the Appointing Authority.

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STEP 4 – Employee Relations Director, Employee Relations Division

- 53. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.
- 54. b. Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

SELECTION OF THE HEARING OFFICER

- 55. a. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
- 56. b. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.
- 57. c. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
- 58. d. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
- 59. e. The decision of the hearing officer shall be final and binding upon the parties.
- 60. f. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution, or the Memorandum of Understanding ratified by the Board of

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Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of a Board of Supervisors ratified Memorandum of Understanding, Ordinance, or Resolution.

61. g. Each party, (employee, group of employees, or the Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

### **3. THE EFFECT OF FAILURE OF TIMELY ACTION**

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

### **4. TIMELINESS OF GRIEVANCE**

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

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

64. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.
65. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and

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equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

### **I.J. WORKFORCE REDUCTION**

66. 1. Obligation to Meet & Confer on Employee Workloads - The City and Union acknowledge that there had been and may continue to be a reduction in the city workforce primarily as a result of reduced revenue and inflation.
67. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
68. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.
69. 2. Advance Notice of Pending Layoffs - Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed" or intermittent employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.
70. Between the date of ratification of this Agreement through November 15, 2009, the City shall not effectuate layoffs of any represented employees. This shall not include any displacement actions that result from layoffs effectuated in non-Machinists bargaining units.
71. 3. Layoff Limitations
- A. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the Public Employees Committee of the San Francisco Labor Council (PEC) and Machinists Union, Local 1414 that result in complete loss of City employment will be limited to four hundred twenty-five (425) positions, including notices already 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

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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.

72. B. 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 Section C.(3) below.
73. In such event, the City will provide the PEC and the Machinist Union, Local 1414 with complete and current Budget Information (as defined in Section E below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. The Machinists may also request to attend said meeting. 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.
74. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:
75. (1) 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 and the Machinists Union, Local 1414 with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff

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notices, the City will schedule a meeting with the PEC. The Machinists may also request to attend said meeting. 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

76. (2) 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 and the Machinists Union, Local 1414 with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section C.(1) 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. The Machinists may also request to attend said meeting. 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
77. (3) 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.
78. D. Fiscal Year 2011-12: The City agrees to provide the PEC and the Machinist Union, Local 1414 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. The Machinists may also request to attend said meeting. 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

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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.

79. E. "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.
80. F. 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.

### **I.K. REORGANIZATION**

81. 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.
82. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 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.
83. Prior to July 1, 2012, 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.
84. 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.

### **I.L. MINIMUM NOTICE FOR DISPLACEMENTS**

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85. For Fiscal Years 2010-2011 and 2011-2012 only, the City will provide 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.

**I.M. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES**

86. 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.
87. 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 furloughs as described in paragraph 130, such work will be offered to holdovers in such represented classifications.

**I.N. BARGAINING UNIT WORK**

88. The City agrees that it will not assign work currently performed by employees under this Agreement to City employees in other bargaining units.

**I.O. APPRENTICESHIP PROGRAM**

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

7306 Automotive Body and Fender Worker  
7309 Car and Auto Painter

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7313 Automotive Machinist  
7332 Maintenance Machinist  
7381 Automotive Mechanic

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON-DISCRIMINATION**

93. The City and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership; nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to the Civil Service rules and Section 16.9-25 of the Administrative Code.

**II.B. PERSONNEL FILES**

94. 1. Upon request of an employee to the appointing officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "removed" to the extent permissible by law, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
95. 2. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the appointing officer or designee.
96. 3. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
97. 4. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon request.
98. 5. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
99. 6. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
100. 7. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the field.

**ARTICLE II – EMPLOYMENT CONDITIONS**

101. 8. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

**II.C. REIMBURSEMENT OF PERSONAL EXPENSES**

102. An employee who qualifies for reimbursement of 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 an appropriate reimbursement no later than ninety (90) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**II.D. TEMPORARY VACANCIES**

103. The filling of temporary vacancies, in the absence of an eligibility list, shall be filled on a seniority basis, subject to the requirement that an individual possess the ability to perform the duties of the vacant position.

**II.E. PROCEDURE FOR DISMISSAL OF REGULAR PERMANENT EMPLOYEE**

1. Discharge of Permanent Employees

104. Pursuant to the current Charter Section A8.341 a permanent employee who has completed the probationary period may be discharged for cause upon written charges and after having an opportunity to be heard in her/his own defense.

2. Notification of Time and Place of Hearing

105. When the charges are made, the appointing officer shall notify the person in writing of the time and place where the charges will be heard by mailing such statement via certified mail to the employee's last known address. Such hearing shall not be held within five (5) working days of the date on which the notice is mailed. The employee may be represented by counsel or other representatives of the employee's choice.

3. Hearing Officer - Sources

106. The hearing itself, as required by Charter section A8.341, shall be conducted by a hearing officer under contract to the appointing officer chosen as follows in each case:
107. a. From organizations such as the American Arbitration Association or the State Conciliation Service which customarily provide hearing officers, OR
108. b. From a list of qualified hearing officers certified by the Civil Service Commission, such list to be kept current and to contain at all times at least three (3) names.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

### **4. Hearing Officer - Method of Selection**

109. The Civil Service Commission shall certify its list of hearing officers by the following method:
110. a. The Commission shall cause to be published in a newspaper of general circulation an announcement of openings for hearing officers. This announcement shall run either for a period of five (5) working days or for two (2) weekends at the discretion of the Commission.
111. b. The Commission shall include in its list only such applicants as to satisfy the following criteria:
- (1) Have at least one (1) year of experience in the conduct of judicial hearings in the capacity of a hearing officer.
  - (2) Have experience in the resolution of disputes involving the interpretation of labor-management contracts.
112. c. The Executive Officer shall post the list of panel members so selected for a period of five (5) working days during which time employees, public employee organizations or City departments may seek to demonstrate in writing that any member of the panel is unacceptable. The Executive Officer shall review such challenges and shall determine whether, on the basis of the challenge, the individual should be eliminated from the approved list.

### **5. Hearing Officer - Challenge of Employee**

113. The employee may challenge the competence of the hearing officer who is scheduled to hear the employee's case on the basis that the hearing officer is in some demonstrable manner biased or prejudiced against the employee and that, therefore, the employee will not be afforded a fair hearing. The challenge must be made in the following manner:
114. a. The challenge must be by written affidavit;
115. b. The challenge must be received by the appointing officer at least twenty-four (24) hours prior to the commencement of the hearing;
116. c. Should the challenge cause the department to incur expense through the cancellation of the hearing officer, shorthand reporter, etc., such expenses shall be borne by the employee in keeping with the section on costs below. If the employee has been placed on suspension pending the hearing, any delay in the hearing occasioned through challenge or replacement of a hearing officer shall be considered a delay of the hearing by act of the accused employee and shall extend indefinitely the thirty-day period referred to in Charter Section A8.341.
117. d. In the event that the appointing officer shall determine that the hearing officer cannot afford the employee a fair hearing, the appointing officer shall

## **ARTICLE II – EMPLOYMENT CONDITIONS**

immediately make arrangements to obtain the services of another hearing officer in accordance with the methods stated above.

### **6. Hearing Officer - Evidence to Be Considered**

118. The hearing officer shall decide the case on the basis of the evidence presented. The hearing officer shall determine whether the accused employee has adhered to the applicable orders, rules, regulations, ordinances, charter provisions, or applicable sections of any memoranda of agreement or memoranda of understanding. The hearing officer shall be prohibited from considering the relative merits or social desirability of such orders, rules, regulations, ordinances, charter provisions or sections of memoranda of agreement or memoranda of understanding as may be applicable to the case.

### **7. Hearing Officer - Decision**

119. Within five (5) working days of the close of the hearing, unless specifically exempted for good cause by the appointing officer, the hearing officer shall notify the appointing officer in writing of a decision in the case. The hearing officer shall be limited to the following options in deciding the case:
120. a. The hearing officer may exonerate the employee, in which case the record may, at the discretion of the hearing officer, be expunged and the employee may receive back pay for all time lost;
121. b. The hearing officer may find the employee guilty as charged, in which case the following three provisions apply:
- (1) The hearing officer may order the employee returned to work but without back pay for any time not worked between the time charges were made and the time of the hearing or the time the hearing officer renders a decision, whichever is longer;
  - (2) The hearing officer may suspend the employee without pay but may not, at her/his discretion, order back pay for any periods not worked prior to the hearing;
  - (3) The hearing officer may dismiss the employee.

### **8. Notification of Decision of Hearing Officer**

122. Within five (5) working days after the appointing officer receives written notification of the decision of the hearing officer, the appointing officer shall inform the employee in writing of the decision of the hearing officer and shall, by copies of this correspondence and the written notification from the hearing officer, inform the Civil Service commission of the decision and the action taken.

### **9. Costs**

123. The department bringing charges against an employee shall pay all fees for hearing officers and court reporters, and, if required, the cost of preparation of the transcript with the following exception: If additional costs are incurred as a result of any request of the employee (such as costs occasioned by the untimely postponement of a hearing, challenges

## ARTICLE II – EMPLOYMENT CONDITIONS

of hearing officer, etc.), all such additional costs, such as cancellation fees or fees when court reporters cannot be notified of the cancellation of a hearing within their established and customary limits, shall be borne by the employee.

### II.F. LEAVES OF ABSENCE

124. Pursuant to Charter Section A8.409-3, leaves of absences shall be governed by Civil Service Commission leaves of absence rule except where modified by this Agreement. Only those matters subject to negotiation and arbitration pursuant to Charter Section A8.409 *et seq.* shall be subject to grievance or arbitration pursuant to this Agreement.

### II.G. SUBCONTRACTING

#### Subcontracting of Work - City Charter 10.104

#### 1. "Prop J." Contracts:

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

#### 2. Advance Notice to Unions on Personal Services Contracts

129. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

**ARTICLE II – EMPLOYMENT CONDITIONS**

- 130. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the Union's receipt of the department's notice.
- 131. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the 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.
- 132. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
- 133. e. 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.

3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts

- 134. a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the Union and copy the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
- 135. b. If the Union wishes to meet with a department over a proposed construction/maintenance contract, the Union must make its request to the appropriate department within two weeks after the receipt of the department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the 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.
- 136. c. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.
- 137. d. The City agrees to provide the San Francisco Building Trades Council with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**4. Joint Labor Management Committee on PSCs and Construction/Maintenance Contracts**

138. a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
139. (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.
140. (2) Explore establishing workload forecasting by city departments.
141. (3) Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
142. (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. The parties agree to set meeting agendas in advance to increase efficiency.
143. b. 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.

**II.H. PROBATIONARY PERIOD**

144. The probationary period, as defined and administered by the Civil Service Commission (“Probationary Period”) shall be as follows:
- 2080 hours for all new employees;
  - 1040 hours for al promotive appointments;
  - 520 hours for all other job changes, including but not limited to transfers and bumping.

These provisions are not intended to apply to shift bidding procedures.

145. A Probationary Period may be extended by mutual agreement, in writing, between the Union and the City.

**II.I. LOSS OF COMMERCIAL DRIVER’S LICENSE DUE TO OFF –DUTY EVENT(S)**

146. The City will make every effort to accommodate employees who temporarily do not hold a required commercial driver’s license, except in cases involving driving under the influence or reckless driving. Accommodation pursuant to this section is intended to refer to shift assignment only.

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

**III.A. WAGES**

147. Effective July 1, 2006, all members of the bargaining unit shall receive a base wage increase of 7.0% in exchange for their agreement to resume paying their own employee retirement contribution to SFERS in the amount of 7.5% of covered gross salary.

148. In addition, all members of the bargaining unit will receive the following base wage increases:

Effective December 30, 2006                      2.5%

Effective June 28, 2008                              2.0%

Effective December 27, 2008                      3.5%

149. Class 7305 Metal Fabricator shall receive the following additional wage adjustment:

Effective January 1, 2007	Effective January 1, 2008
2%	2%

150. Wage adjustments shall be effective in the pay period closest to the effective dates. All base wage increases shall be rounded to the nearest salary schedule.

**III.B. WORK SCHEDULES**

1. Hours

151. A regular work shift is a tour of duty consisting of eight (8) hours. The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed. Forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through Friday and Tuesday through Saturday, or, for the Municipal Railway and Hetch Hetchy only, a consecutive Sunday through Thursday schedule may be implemented and any five (5) consecutive days.

152. Any work shift starting between 6 a.m. and 9 a.m. shall be considered the day shift. Any work shift commencing between the hours of 9:01 a.m. and 5:59 p.m. shall be considered "shift two," a night/swing shift, and Employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. Any subsequent shift starting at 6:00 p.m. and 5:59 a.m. shall be considered "shift three," a midnight/graveyard shift. and shall be paid fifteen percent (15%) above the regular day rate.

153. The City shall give at least one week's notice to the employee of a shift (or start time) change, whether the change is from one shift (or start time) to another shift (or start time) or a change in days off, or a combination of both. The change shall occur no more than once every six months for any individual employee covered by this agreement unless mutually agreed to by the City, the union and the employee. There shall be no shift change made to avoid holiday pay.

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

2. Voluntary Reduced Work Week

154. Employees, subject to approval by the Appointing Officer or designee, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

3. Voluntary Time off Program ("VTOP")

155. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.

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

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

b. Restrictions on Use of Paid Time Off while on Voluntary Time Off

158. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.

159. (2) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

160. (3) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be change by the appointing officer without the employee's consent.

161. Notwithstanding the provision of Article III.B.3. above, covered employees shall take twelve (12) unpaid furlough days in fiscal year 2010-2011 and twelve (12) unpaid furlough days in fiscal year 2011-2012 with the total amount of unpaid furlough days in fiscal year 2011-2012 based on specific economic triggers pursuant to paragraph 169 below, using the following procedures:

162. (a) Employees may take unpaid furlough days in hourly increments, subject to a four-hour minimum.

163. (b) All unpaid furlough days must be scheduled no less than 5 working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.

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

164. (c) Subject to the operational needs of the department, covered employees shall take one (1) mandatory unpaid furlough day on the day before the Thanksgiving Holiday and the four (4) mandatory unpaid furlough days during the weekdays between the Christmas and New Year's Day holidays.
165. (1) 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 and August 1, 2011, 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.
166. (d) If more than half of the remaining unpaid furlough days in each fiscal year are not scheduled on or before January 15 in each respective fiscal year, the supervisor will schedule any remaining days in consultation with the employee. All remaining furlough days not scheduled on or before May 1 in each respective fiscal year will be scheduled by the supervisor. The Employee Relations Director will be available to assist in the resolution of disputes over scheduling of furlough days. If an employee does not submit a request for furlough days (or if he/she does not cooperate in the resolution of any dispute over scheduling of furlough days), days off will be assigned to him/her by management.
167. (e) Employees may elect to use unpaid furlough days on any day(s) when departments notify employees that there are inclement weather conditions, lack of work, shortage of supplies, traffic conditions, or other unusual circumstances.
168. (f) For the purpose of determining eligibility for overtime payment, the unpaid furlough days in paragraph 161 shall be considered time worked.
169. (g) In the event the City's FY 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-12 to be less than \$261 million, the parties agree to reduce the twelve (12) unpaid furlough days (or corresponding equivalent concessions) according to the following schedule:

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170. (1) Deficit of \$150-\$261 million: to five (5) unpaid furlough days to be taken by employees in FY 2011-12.
171. (2) Deficit from \$100 up to \$150 million: to three (3) unpaid furlough days for FY 2011-12.
172. (3) Deficit less than \$100 million: to zero (0) unpaid furlough days.

4. Work Schedules Other than Monday Through Friday

173. Regularly scheduled workweek that includes Saturday work currently paid at time and one half will have Saturdays paid at one and one-quarter times the straight time pay. This does not apply to the Municipal Railway or its current practices, and only affects shifts currently in effect.

**III.C. ADDITIONAL COMPENSATION**

1. NIGHT DUTY

174. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift, and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above their regular day rate. The employer shall give at least one (1) week's notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

2. UNDERWATER DIVING PAY

175. Employees shall be paid \$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.

3. HEAVY EQUIPMENT PREMIUM

176. Employees in Class 7381 assigned to work on vehicles over one (1) ton shall be paid a Heavy Vehicle Premium of forty cents (\$0.40) per hour. Employees shall be paid a minimum of four (4) hours' Heavy Vehicle Premium when assigned to work on heavy vehicles four (4) hours or less. Employees shall be paid eight (8) hours' Heavy Vehicle Premium when assigned to work on heavy vehicles for more than four (4) hours or shall be paid for all hours actually worked on heavy vehicles, whichever is greater. Effective 12/27/08, the Heavy Vehicle Premium will be forty-five cents (\$0.45) per hour.

4. AUXILIARY EQUIPMENT PREMIUM

177. Employees in class 7313 shall receive a premium of \$0.40 per hour when assigned to work on Auxiliary Equipment or Heavy Component Overhaul. "Auxiliary equipment" is defined as vehicle components other than engines, transmissions, brakes, suspension, steering, and parts thereof, and any systems and components contained in the cab or chassis of a vehicle. "Heavy Component Overhaul" is defined as complete disassembly, inspection,

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

rebuilding/machining, reassembly and testing of the following components: Engines, Transmission, Differentials, and Wheel Chair assemblies.

178. Employees shall be paid a minimum of four (4) hours' Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work four (4) hours or less. Employees shall be paid eight (8) hours' Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work for more than four (4) hours or shall be paid for all hours actually worked on Auxiliary Equipment or Heavy Component Overhaul, whichever is greater. Effective 12/27/08, the Auxiliary Equipment Premium will be forty-five cents (\$0.45) per hour.

#### **5. CERTIFIED WELDER PAY**

179. 7325 General Utility Mechanics that are Certified Welders shall be paid ten dollars (\$10.00) per hour above base hourly rate, exclusive of any additional compensation for other assignments, when assigned to and actually engaged in duties and operations requiring certified welding.

#### **6. CALL BACK PAY**

180. Employees called back to their work locations (except those at remote locations where city supplied housing has been offered, or are otherwise compensated) 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 work day shall not be adjusted to avoid the payment of this minimum.

#### **7. ACTING ASSIGNMENT PAY**

181. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay after the tenth (10) consecutive workday; after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
182. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

#### **8. HETCH HETCHY SUNDAY PREMIUM**

183. At Hetch Hetchy only, when Sunday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight-time rate, with an additional premium of ninety-four percent (94%) of one-half the base rate. No more than fifteen (15) employees shall be assigned the Sunday through Thursday work week. No more than twenty-five (25) employees shall be assigned to work Saturday and Sunday as part of the scheduled forty (40) hour work week and said twenty-five (25) employees shall be paid a 12.5% premium in addition to their regular day's pay for work on

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Saturday and ninety-four percent (94%) of one-half of the base rate for work on Sunday.

184. Such assignments shall be made first on a voluntary, seniority basis followed by assignment on the basis of inverse seniority. Shift assignments shall be made for periods of six (6) consecutive months.
185. It is further understood and agreed that the seniority selection procedure shall be implemented by starting at the top of the seniority roster and working down on a voluntary basis and, if the shifts are not filled through a voluntary basis, then they are to be assigned by applying inverse seniority.
186. It is further understood and agreed that Sunday and holiday work will be permitted only to the extent of insuring continued operation and availability of equipment. No major work will be performed on Sundays or holidays unless equipment conditions so require.

**9. SUPERVISORY DIFFERENTIAL ADJUSTMENT**

187. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
188. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
189. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.
190. c. The supervisor has completed a probationary period in a civil service class and holds permanent status to a full-time position.
191. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
192. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
193. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately

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5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

194. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor, covered by this agreement, shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.
195. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
196. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Human Resources Department not later than the end of the current fiscal year.
197. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Department may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.
198. i. It is the responsibility of the appointing officer immediately to notify the Human Resources Director of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending with the Human Resources Director.

**10. RETIREMENT RESTORATION PAYMENT**

199. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the unpaid furloughs described in Section III.B.3.b., the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid furloughs described in Section III.B.3.b. 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).

**II.D. OVERTIME**

200. Overtime shall be distributed equally among employees covered by this Agreement. Any time worked by an employee in excess of: (a) forty hours per city work week for weekly overtime, or (b) in excess of the regular or normal work day, either prior to or after the regularly assigned shift for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the regularly assigned shift base hourly rate which may include a night differential, if applicable. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. For the purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department

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will look back to the previous five (5) workdays to determine whether sick leave was used. Subject to the above, employees working on their regular days off shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half.

201. Employees working on any holiday specified in this agreement shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half in addition to the pay for the holiday. Employees working either on a RDO or holiday shall be compensated at the assigned shift rate of that particular day, regardless of their regularly assigned shift rate, which may include a night differential if applicable.
202. An employee shall not be eligible for voluntary overtime assignment if there has been sick pay or disciplinary time off on the preceding workday, or if sick pay or disciplinary time off occurs on the workday following the last overtime assignment. However, if the employee is not eligible for overtime assignment, the management may assign the employee for overtime and compensate at the overtime rate.

**III.E. HOLIDAYS**

203. Except when normal operations require, or in an emergency, employees shall not be required to work on days hereby declared to be holidays for such employees. The following days are designated as holidays:  
January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)
204. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
205. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

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

206. For those employees whose normal work week is Monday through Friday, 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 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu

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of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

**2. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

207. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

208. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

**3. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

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

**4. FLOATING HOLIDAYS**

210. Employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may be carried forward from one fiscal year to the next with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

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

211. Employees who are terminated from City employment and at such time have at least six (6) months of continuous service with the City in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall, upon termination of employment, entitled to be paid for said

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

floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining two.

#### **III.F. TIME OFF FOR VOTING**

212. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

#### **III.G. STATE DISABILITY INSURANCE (“SDI”)**

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

#### **III.H. SICK LEAVE WITH PAY LIMITATION**

214. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

#### **III.I. WORKERS’ COMPENSATION**

215. Employee supplementation of workers’ compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers’ compensation leave shall be drawn only from an employee’s paid leave credits including vacation, sick leave balance, or other paid leave as available.

216. Pursuant to Civil Service Rule 120.23, an employee returning from disability leave as defined by CSC Rule 120.23 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

#### **III.J. HEALTH BENEFIT CONTRIBUTIONS**

##### **1. EMPLOYEE HEALTH CARE**

217. The level of the City's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.

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

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

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

**2.1. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND**

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

**3. DENTAL COVERAGE**

220. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
221. For the term of this Agreement, the City will cover the cost of the employee and family dependents coverage under the City's dental program.

**4. CONTRIBUTIONS WHILE ON UNPAID LEAVE**

222. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

**5. MEDICALLY SINGLE EMPLOYEES**

223. For "medically single"/Employee-Only employees (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits), the City shall contribute all of the premium for the employee's own health care benefit coverage.

**Fiscal Year 2011-12 and Thereafter**

224. The City and the Union will meet no later than January 1, 2011, concluding before January 31, 2011, to identify changes to MOU-negotiated premium payments that would yield anticipated savings similar to those achieved in paragraph 225.
225. Should the City and the Union not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of City Plan coverage in the medically single/Employee-Only category.
226. If no mutual agreement on another option is reached as described in paragraph 225, and if an employee's work location reasonably requires him or her to reside in a county in which there

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

is no City HMO available, then the City shall pay for medically single/Employee-Only coverage under the City Plan.

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

#### **III.K. RETIREMENT**

228. Effective July 1, 2006, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.
229. Any City pick-up of an employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
230. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.
231. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

#### **PRE-RETIREMENT SEMINAR**

232. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
233. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
234. All such seminars must be located within the Bay Area.

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

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

**III.L. VACATIONS**

236. 1. Definitions - "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.

237. 2. Award and Accrual of Vacation - Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.

238. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

239. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

240. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

241. The maximum number of vacation hours an employee may accrue consists of two-hundred forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

**III.M. VACATION SCHEDULING**

242. Each department will continue its current practice for the duration of this Agreement. Any changes in vacation scheduling will be subject to meet and confer with the Union.

**III.N. VOLUNTEER/PARENTAL RELEASE TIME**

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

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

244. 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 through 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

#### **III.O. PILOT WELLNESS INCENTIVE PROGRAM**

245. The City will continue the pilot "wellness incentive program" to promote workforce attendance until its sunset on June 30, 2010.

246. Any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

247. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

248. Example of Calculations:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%

50% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

249. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

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

#### **III.P. LONG TERM DISABILITY**

251. The City, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after one hundred and eight (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD may be eligible to participate in the City's Catastrophic Illness Program to the extent allowed for in the ordinance governing such program.

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

**III.Q. CLASS A AND B DRIVER’S LICENSE RENEWAL REIMBURSEMENT**

252. For the duration of this agreement, employees who have been employed for six (6) months or more in a 1414 classification and are required to obtain and maintain a California Class A or Class B Driver’s License and /or endorsement as a condition of employment, shall be reimbursed for the fees that are required to obtain or renew such license no later than ninety (90) days after submitting verification of fees paid. The employee must submit the required documentation for reimbursement no later than six (6) months from when the fees were charged.

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

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

**ARTICLE IV - WORKING CONDITIONS**

**IV.A. HEALTH AND SAFETY**

254. 1. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.
255. 2. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
256. 3. If the department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the Department of Public Health's OSH Program staff, if the Department does not have professional OSH staff.
257. 4. Such evaluation shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.
258. 5. In the event that either the employee or the Union disagrees with the evaluation of the three (3) person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.
259. 6. Upon request, the City shall provide the Union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

**IV.B. SAFETY EQUIPMENT**

260. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
261. For employees in classifications covered by the terms of this MOU, the City agrees to provide prescription safety glasses at a cost not to exceed \$150.00 per year per employee in compliance with Cal-OSHA regulations.

## **ARTICLE IV – WORKING CONDITIONS**

### **IV.C. ASSAULT DATA**

262. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

### **IV.D. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS**

263. 1. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

264. 2. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

265. a. Breaks - Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedules do not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.

266. b. Physical Plant - The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

267. (1) Where necessary, effective glare screens shall be affixed to the front of such machines;

268. (2) Adjustable chairs, footrests and tables shall be provided to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

269. (3) Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

270. (4) Prior to the acquisition of additional or re-placement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

271. c. Inspection of Machines - The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

## **ARTICLE IV – WORKING CONDITIONS**

### **IV.E. PREGNANCY**

272. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

### **IV.F. PROTECTIVE COVERALLS**

273. For employees working in classifications covered by the term of this Agreement, the City agrees to provide one clean pair of protective coveralls (or work pants) each working day to each employee. The employee may choose to receive overalls/coveralls or work pants. The cost of coveralls (or work pants) and laundering of the same shall be paid by the City. The employee is responsible for safeguarding coveralls (or work pants) issued to him/her and will be held responsible for the un-depreciated value of any coveralls lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls (or work pants) will be determined by the worker's supervisor on a case-by-case basis.
274. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.
275. The City agrees to provide one clean pair of protective coveralls, bib-overalls, or work pants each working day to each represented employee in a machinist job code. The employee may choose to receive overalls/coveralls or work pants. The option for bib-overalls, coveralls, or work pants shall be given once a year. The cost of the bib-overalls, coveralls, or work pants and laundering of the same shall be paid by the City. The employee is responsible for safeguarding bib-overalls, coveralls, and/or work pants issued to him/her and will be held responsible for the un-depreciated value of any issued items lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen bib-overalls, coveralls, or work pants. Responsibility for loss of individual sets of bib-overalls, coveralls, or work pants will be determined by the worker's supervisor on a case-by-case basis.

### **IV.G. FOUL WEATHER GEAR**

276. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of a hat, coat and boots.
277. HETCH-HETCHY ONLY – The City will provide insulated boots and insulated coveralls to employees assigned to work in snowing and freezing conditions.

**ARTICLE IV – WORKING CONDITIONS**

**IV.H. TOOL INSURANCE**

278. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools and/or tool storage units subject to the following conditions:
279. 1. These provisions shall apply when an employee's tools and/or tool storage units are lost or damaged due to fire or theft by burglary while the tools are properly on City property, being transported in a City vehicle, or being used by the employee in the course of City business;
280. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location;
281. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools and/or tool storage units to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools and/or tool storage units not enumerated on said list shall not be governed by these provisions.
282. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools and/or tool storage units. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.
283. 5. In case of theft, the following procedures shall be followed in perfecting a claim:
284. a. The employee shall submit a written statement made under penalty of perjury of the tools and/or tool storage units stolen to his/her appointing officer, the local police department and the Union.
285. b. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.
286. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave, in which case the employee shall have five (5) days from the date of his/her return to report the loss.
287. 6. In case of damage due to fire, the requirements of subsection "E" above shall be followed with the exception that verified reports need not be filed with the police.
288. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "Loss" is defined as the total dollar amount of tools and/or tool storage units of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the

#### **ARTICLE IV – WORKING CONDITIONS**

employee the replacement cost of the tool(s) and/or tool storage units minus ten dollars (\$10.00).

289. 8. The replacement cost for tools and/or tool storage units governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools and/or tool storage units shall be replaced by those of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.
290. 9. The City, at its own expense, shall arrange with the San Francisco Police Department or another source of its choice to have all tools of the employees marked with identification information. Tools and/or tool storage units which are not so marked or identified shall not be included within the coverage of this Section, and if the City has not marked the tools, the tools will be covered.

##### Annual Tool Allowance

291. 10. Employees subject to the provisions of IV.H Tool Insurance shall also be provided with an annual tool allowance of \$400.00. The tool allowance will be paid annually, in September. In September 2008, this allowance will increase to \$500.00.
292. To qualify for the tool allowance, an employee must have worked the preceding twelve (12) months in a City department.
293. Within six (6) weeks after payment of the tool allowance employees must submit an updated inventory as described in paragraph #231 to management which will be used for the purpose of establishing each employee's current inventory in case of insurance claims due to tool loss or destruction.
294. Effective June 30, 2009, through June 30, 2010, the Union agrees to suspend the annual tool allowance.

#### **IV.I. TRAINING**

295. Subject to available budgeted funds, Departments are encouraged to provide training for covered employees.
296. Access to training/educational opportunities will be made available equitably to employees covered by this Agreement in order to increase the capacity of an employee to perform his/her job and to update skills for all electronic, mechanical, and new technology.

**ARTICLE IV – WORKING CONDITIONS**

**IV.J. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM**

297. The City shall establish and maintain a four thousand dollar (\$4,000.00) fund for the purposes of an employee training and tuition reimbursement program for reimbursement of up to \$500 per member during each fiscal year, subject to the policies and procedures of the Department of Human Resources.
298. Effective June 30, 2009, through June 30, 2010, the Union agrees to suspend the employee training and tuition reimbursement fund.

**IV.K. MEAL PROVISION – HETCH-HETCHY ONLY**

299. When an employee works longer than a ten (10) hour shift 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.

**ARTICLE V - SCOPE**

300. The parties recognize that recodifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that such terms will read as if they accurately reference the same sections in their newly codified form.

**V.A. SAVINGS CLAUSE**

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

**V.B. REOPENER**

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

303. It is understood and agreed that no new economic benefits for FY 2010-11 shall become effective prior to December 31, 2010; provided as follows:

- (a) in the event the City negotiates to improve an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, inclusive, for any other miscellaneous City and County officers or employees, that economic benefit will be extended to the Union's represented employees in a manner consistent with the overall economic agreement between the City and the union with which it previously agreed;
- (b) in the event that an arbitration panel acting under the authority of Charter section A8.409-4 awards another union representing miscellaneous employees an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, the City shall allow the Union to reopen its MOU solely for the purpose of proposing that its represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any, shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409. By entering into this agreement, the City is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.

**ARTICLE V – SCOPE**

- (c) that economic benefits negotiated for or awarded to non-A8.409 employees, so-called "miscellaneous safety" or employees whose retirement is with the California Public Employees' Retirement System are exempt from this section and do not trigger subsections (a) and (b), above; and
- (d) that any economic benefits negotiated or awarded that become effective on or prior to June 30, 2009 are exempt from this section and do not trigger subsections (a) and (b), above.

**V.C. ZIPPER CLAUSE**

- 304. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
- 305. Pursuant to the Zipper Clause provision in the 1997–2001 MOU, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

**CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

- 306. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law.

**V.D. DURATION OF AGREEMENT**

- 307. This Agreement shall be effective July 1, 2006, and shall remain in full force and effect through June 30, 2012.

IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

\_\_\_\_\_  
Micki Callahan  
Human Resources Director

\_\_\_\_\_  
Arthur Gonzalez  
Business Representative  
Machinists Automotive Trades  
Local Lodge 1414

\_\_\_\_\_  
Martin Gran  
Employee Relations Director

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

\_\_\_\_\_  
By: Elizabeth Salvesson  
Chief Labor Attorney

## **Side Letter to the Memorandum of Understanding**

Local 1414 recognizes that reduction in salary is an available form of discipline.

By Mutual Agreement between the City and the Union, in lieu of an unpaid suspension, the parties may agree to a temporary reduction in pay by reducing an employee's pay by 5%. The duration of such pay reduction shall correspond to the length of the suspension that would have otherwise been served.

Further, Local 1414 agrees to participate in the following:

### Retiree Medical Benefits Committee

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 Government 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.

**APPENDIX A**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**AUTOMOTIVE MACHINISTS, LOCAL 1414**  
**PAST PRACTICES**

The following rules cover all shop and field personnel covered by the collective bargaining agreement:

**MEAL PERIOD, CLEAN-UP, AND BREAKS**

The unpaid meal period shall be thirty (30) minutes.

Each covered employee shall be provided with a ten (10) minute clean-up time prior to the meal period and a ten (10) minute clean-up time prior to the end of a shift.

Rest periods shall be one (1) fifteen minute break approximately mid-morning and one (1) fifteen minute break approximately two (2) hours after lunch or at approximately the sixth (6<sup>th</sup>) hour into the shift.

**LOCKERS**

Lockers and a locker change room will continue to be made available at work locations where they are currently provided.

**PARKING**

Assigned parking provided at work locations where it is currently provided as available.

**EMPLOYEE FACILITIES**

Lunch break areas with tables, chairs, stove, refrigerator, microwave, coffee maker, sink, and dishwashing area will continue at work locations where they are currently provided.

Candy and soda machines will continue at work locations where they are currently available, subject to third party (vendor) involvement.

Coffee truck service at breaks and meal period will continue as currently available, subject to third party (vendor) involvement.

Bottled water provided at all fixed locations.

Showers will continue to be available at work locations where they are currently provided.

The City will pay for the repair or replacement of any power or pneumatic tools, personally owned by an employee, when the Department requires the employee to provide said tools.

The City will provide any specialty or custom tools required by the Department.

**Lunch and Break Policy for Hetch-Hetchy Water and Power as follows:**

**Rest Breaks:** Two fifteen minute breaks per eight-hour shift. To be taken at two and six hours after start of shift (exceptions, see emergency road crews below).

**Break:** One 30 minute lunch period per eight hour shift. Lunch breaks to be scheduled four hours after start of shift or within a five hours period if deemed appropriate by department General Foreman. (exceptions: see emergency road crews below)

**Conduct**  
**During Breaks:** All breaks shall be taken within the vicinity of the work area. Shop personnel shall confine break activities to allow for return to work after fifteen minutes has elapsed.

Field personnel shall take breaks in the immediate vicinity of work areas, no special travel to restaurants, coffee chops, etc, shall be made for the sole purpose of taking breaks. Employees who wish to partake of refreshments during their break shall transport same to site in appropriate food and beverage containers.

**Lunch Breaks:** Employees shall take lunch breaks within an area that allows for reasonable contact (five minutes or less) in the event of a trouble call. Employees shall not be limited in the location of lunch breaks (exceptions taverns, bars, etc.) so long as their whereabouts are known. Transportation to restaurants, stores etc. for the sole purpose of taking lunch break is prohibited.

When occasioned by an emergency road call or scheduled work project or for any other reason where road crews are working in an area that does not provide access to restaurants, stores, etc, employees shall bring their lunch in portable food and beverage containers.

**Emergency**  
**Road Crews:** Breaks to be scheduled two hours after start of shift and six hours after start of shift. When breaks are interrupted by trouble calls, breaks shall be taken as soon as possible after trouble call has ended.

If the first break in a shift cannot be taken due to an interruption by a trouble call occurring one-half hour before the start of the lunch break, then the start of the first break may be deferred until fifteen minutes prior to the lunch break, and the first break and the lunch break may be taken consecutively.

**Lunch Breaks:** Emergency crews shall have scheduled lunch breaks. Lunch breaks interrupted by trouble call may be resumed after trouble has been serviced. Lunch breaks that cannot be resumed shall be compensated at overtime rates if the employee works over eight hours during that shift. All other rules as covered above under lunch breaks shall be in effect.

*APPENDIX A*

The department is authorized to amend any and all of the above past practices where such action is deemed by the department management to be in the best interest of the city, subject to meet and confer.