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**Full text contract begins on following page.**

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**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL,  
LOCAL 22**

**JULY 1, 2001- JUNE 30, 2003**

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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") through its designated representative acting on behalf of the Northern California Carpenters Regional Council, Local 22 (hereinafter "Union").

### **I.A. RECOGNITION**

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

7226 Carpenter Supervisor I  
7236 Locksmith Supervisor I  
7272 Carpenter Supervisor II  
7342 Locksmith  
7344 Carpenter  
7358 Pattern Maker

3. The terms and conditions of this Agreement shall also be automatically applicable to any classification that is accreted to the unit covered by this Agreement during its term. This Agreement shall not automatically extend to bargaining units for which the Union has established a representative status through affiliations or service agreements. Upon request of the Union, the City will meet and confer concerning proposed changes to bargaining units.

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

4. 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 Board of Supervisors by appropriate action.
5. Moreover, it is the intent of the Mayor acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.

**I.C. OBJECTIVE OF THE CITY**

6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
7. The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.
8. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

**I.D. MANAGEMENT RIGHTS**

9. The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

**I.E. NO WORK STOPPAGES**

10. During the term of this Agreement, there shall be no strike or lockout nor shall the Union engage in a sympathy strike. The terms strike, lockout or sympathy strike shall be provided in Charter Section A8.346 (a) and A8.346 (b). Charter Sections A8.346 (a) and A8.346 (b) are attached in Appendix A.

**I.F. GRIEVANCE PROCEDURE:**

11. 1. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

12. 2. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

A grievance does not include the following:

13. a. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.

14. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

15. 3. **Time Limits**

The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.

16. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

4. **Steps of the Procedure – Non-Discipline Grievances**

17. a. Except for grievances involving multiple employees or multiple departments, all grievances must be initiated at Step 1 of the grievance procedure.

18. (1) A grievance affecting more than one employee shall be filed with the Appointing Officer or designee at Step 3. Grievances



affecting more than one department shall be filed with the Employee Relations Division at Step 4. In the event the City disagrees with the level at which the grievance is filed, it may submit the matter to the Step it believes is appropriate for consideration of the dispute.

19. (2) The grievant may have a Union representative present at all steps of the grievance procedure.

20. b. Step 1:

An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than thirty (30) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.

21. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth:

1. the facts of the grievance;
2. the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
3. the remedy or solution being sought by the grievant.

22. This form should be attached to any request to move the grievance to each successive step in the grievance procedure.

23. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

24. c. Step 2:

A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within ten (10) days of receipt of the Step 1 response. The intermediate supervisor may convene a meeting or respond in writing within twenty (20) days of receipt of the grievance. If a meeting is held the intermediate supervisor shall respond in writing within twenty (20) days.

25. d. Step 3:

A grievant dissatisfied with the intermediate supervisor's response at

Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 response. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.

26. e. Step 4:  
A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing, within twenty (20) days of receipt of the Step 3 response. ERD may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

27. f. Arbitration  
If the Union is dissatisfied with the Step 4 response, it may invoke arbitration by notifying the Employee Relations Director at ERD, in writing, within twenty (20) days of the Step 4 response.

## **5. Selection of the Arbitrator**

28. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within five (5) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
29. b. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS.

## **30. 6. Steps of the Procedure – Disciplinary Grievances**

Permanent non-probationary employees may grieve (appeal) suspensions, disciplinary demotions or discharges.

31. a. Step 1:  
The grievant and/or the Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice imposing discipline. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) days following receipt of the appeal.
32. b. Step 2:  
The Union may appeal the Appointing Officer's response to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing within ten (10) days). ERD may convene a grievance meeting within twenty (20) days with the grievant and the grievant's union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting, or if none is held within twenty (20) days of receipt of the appeal.
33. c. If the Employee Relations Director's response is unsatisfactory only the Union may file a written appeal to arbitration. This appeal must be filed with the Employee Relations Director at ERD no later than fifteen (15) days following issuance of the Step 2 response.

34. d. Selection of the Arbitrator

Selection of an arbitrator shall be as in paragraph 28 above.

35. 7. **Authority of the Arbitrator**

The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.

36. 8. **Fees and Expenses of Arbitration**

Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript. The party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties. Individuals who may

have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. If such individuals are employees of the City, they shall be compensated at their usual rate of pay for any time spent traveling to or from, and attending the arbitration hearing.

37. 9. **Hearing Dates and Date of Award**

The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

38. 10. Any claim for monetary relief shall not extend more than thirty (30) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

39. 11. **"Skelly" Rights**

A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:

- 40. a. A notice of the proposed action;
- 41. b. The reasons for the proposed discipline;
- 42. c. A copy of the charges and the materials upon which the action is based, and
- 43. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

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

### **44. 1. Official Representatives**

The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss in compensation, on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

45. 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.

46. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.

47. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

### **2. Stewards**

48. a. The Union shall furnish the City with an accurate written list of stewards and alternate stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

49. b. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.

50. c. Upon notification of a designated management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to

insure that steward release time will be equitably distributed.

51. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
52. d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the employee for purposes of representation.
53. e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, or a disciplinary action, to interview an employee during the employee's duty time.

#### **I.H. UNION SECURITY**

##### 54. 1. **Authorization for Deductions**

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.

##### 55. 2. **Dues Deductions**

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson, 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.I. AGENCY SHOP**

56. 1. **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.
57. 2. **Implementation**  
An agency shop shall be implemented within representation units or sub-units when:
58. a. Election  
The Union has requested, in writing, an election on the issue, to be conducted by the State Mediation and Conciliation Service and 50% plus one of those voting favor agency shop, or
59. b. Two-thirds (2/3) Membership  
The Union makes a showing that 2/3 of the employees within the unit or sub-unit are dues paying members of the Union, or
60. c. New Employees  
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.
61. 3. **Service Fee**  
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.

62. 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.

63. 4. **Financial Reporting**

Annually, the Union will provide an explanation of 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.

64. 5. **Religious Exemption**

Any employee of the City in a classification described herein, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of proof of membership and historical objection be relieved of any obligation to pay the required service fee, and such employee shall make a qualified contribution at the time and manner herein prescribed.

65. a. The Qualified Charitable Contribution shall be a sum equal to the service fee and shall be paid at the times said fees would otherwise be due and payable if the employee were not exempt under this provision.

66. b. The Qualified Charitable Contribution shall be paid to any qualified “non-religious non-labor” charity so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

67. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition precedent to continued employment. The employee shall supply the City and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.



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6. **Payroll Deduction**

The Union shall provide the Employee Relations Director and the City with a current statement of membership fees and service fees. Such statement of membership fees and service fees shall be amended as necessary. The City 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 (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 (a) thereof, and each pay period thereafter, the City 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 City will promptly pay over to the Union all sums withheld for membership or service fees.

7. **Employee Lists**

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a. The City 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.

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b. A list of all employees including those newly hired into the unit 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.

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c. Upon presentation to the City by the Union of a packet of information concerning agency fee rights and obligations of employees, Union membership application, dues deduction authorization forms, and other similar information, regarding the Union, the City shall distribute this packet, along with initial employment materials, to all employees who enter the unit covered by this Agreement, either as new hires, transferees, or otherwise.

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8. **Indemnification**

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

**I.J. BULLETIN BOARDS**

73

Upon request by the Union, departments shall provide reasonable space on bulletin boards for use by the Union to communicate with its represented employees.

**I.K. APPRENTICESHIP PROGRAM**

74. 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.

75. The following journey-level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:

- 7342 Locksmith
- 7344 Carpenter
- 7358 Pattern Maker

## **ARTICLE II - EMPLOYMENT CONDITIONS**

### **II.A. NON DISCRIMINATION**

- 76           1.       The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.
77.           Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Acts of 1866, and any other laws and regulations relating to employment discrimination.
- 78           2.       A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or the Union elects to pursue remedies for discrimination or sexual harassment complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

### **II.B. AMERICANS WITH DISABILITIES ACT**

- 79           The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes including the Americans with Disabilities Act and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.

### **II.C. PROBATIONARY PERIOD**

80 The probationary period, as defined and administered by the Civil Service Commission, shall be six (6) calendar months except as provided herein:

Class 7226 Carpenter Supervisor I	ONE CALENDAR YEAR
Class 7236 Locksmith Supervisor I	ONE CALENDAR YEAR
Class 7272 Carpenter Supervisor II	ONE CALENDAR YEAR

81. The parties may extend the duration of the probationary period by mutual consent in writing.

#### **II.D. PERSONNEL FILES**

82 1. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the Department's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at his/her request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.

83 2. 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 such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand delivery, except disciplinary notification which must be sent by certified mail when the employee is on leave.

84 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to his/her performance of assigned duties in the file.

85 4. Upon request of an employee subject to the approval of the Appointing Officer or designee, material relating to disciplinary action in the employee's file which has been in the file for more than two (2) years may be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has had no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for purpose of assisting the City in defending itself in legal or administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document (s) have been sealed. Performance evaluations are

excluded from this provision.

86. 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; misconduct stemming from drug or alcohol abuse; mistreatment of persons (except mere verbal altercations not involving discrimination or threats of violence); acts which would constitute a felony or misdemeanor involving moral turpitude; and/or acts which present an immediate danger to the public health and safety.

87 5. 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 after diligent and timely investigation except for conduct which would constitute the commission of a crime. Presentation of the charging letter will signify the initiation of the disciplinary action. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

**II.E. SUBSISTENCE PAY**

88 The City agrees to provide any eligible employee covered by this Agreement with daily subsistence pay in accordance with the Annual Salary Appropriation Ordinance, Section 17.

**II.F. MILEAGE**

89 The City shall attempt to provide vehicles for all represented employees for use on City business. When represented employees are required to drive their own vehicles to transport materials or to drive from one site to another to perform work duties, they shall be reimbursed for mileage at the rate permitted by the Internal Revenue Service

**II.G. SUBCONTRACTING**

Subcontracting of Work – City Charter Section 10.104-15

90 1. **"Prop J." Contracts**  
a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.

91 b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

- 92 c. Prior to any final action being taken by the city to accomplish the  
contracting out, the City agrees to hold informational meetings with the  
Union to discuss and attempt to resolve issues relating to such matters  
including, but not limited to:
- 93 (1) possible alternatives to contracting or subcontracting;  
94 (2) questions regarding current and intended levels of service;  
95 (3) questions regarding the Controller's certification pursuant to  
Charter Section 10.104-15,  
96 (4) questions relating to possible excessive overhead in the City's  
administrative-supervisory/worker ratio; and  
97 (5) questions relating to the effect on individual worker productivity  
by providing labor saving devices;
- 98 d. The City agrees that it will take all appropriate steps to ensure the  
presence at said meetings of those officers and employees (excluding  
the Board of Supervisors) 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.

99 2. **Personal Services Contracts**

- 99 a. Departments shall notify the Union of proposed personal services  
contracts where such services could potentially be performed by  
represented classifications. Such notification shall occur no later than  
the date a department sends out requests for proposals.
- 100 b. If the Union wishes to meet with a department over a proposed  
personal services contract, the request must be made by the Union to  
the Human Resources Director with a copy forwarded to the  
appropriate department within two weeks after the receipt of notice by  
the Department.
- 101 c. Discussions shall include, but not be limited to, possible alternatives to  
contracting or subcontracting and whether the department staff has the  
expertise and/or facilities to perform the work. Upon request by the  
Union, the City shall make available for inspection any and all pertinent  
background and/or documentation relating to the service contemplated  
to be contracted out.

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

**III.A. WAGES**

102. Base Wages shall be increased as follows:

Effective July 1, 2001 3.0%	Effective January 5, 2002 2.0%
Effective July 1, 2002 2.5%	Effective January 4, 2003 2.5%

103. In addition, effective July 1, 2001, the base wage rate of Class 7236, Locksmith Supervisor I, shall be adjusted by 5.5%.

104. All base wage increases shall be rounded to the nearest salary schedule.

105. Wage rates are set forth in Attachment "A."

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

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

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

#### **1. NORMAL WORK SCHEDULES**

107. a. Unless otherwise provided, a "normal work day" is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

108. b. A "normal work week" is a tour of duty on each of five consecutive days. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

#### **2. FLEX-TIME SCHEDULES**

109. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight

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

3. ALTERNATE WORK SCHEDULES

110. By mutual agreement the City and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days, or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

4. PART-TIME WORK SCHEDULE

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

5. EXCEPTIONS:

112. a. The 20-20 Educational Program.

113. b. Specially funded training programs approved by the Department of Human Resources.

114. c. Educational and Training Courses  
Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

115. d. Employees shall receive no compensation when properly notified two hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

116. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

117. Employees who begin their shifts and are subsequently relieved of duty



due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.

118. The bi-weekly schedules of compensation contained in this Agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.
119. e. Work schedule -- Remote Locations  
On operations conducted at remote locations (limited to Hetch Hetchy Project only for Carpenters and Locksmiths and related classes) where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer may arrange work schedules averaging five (5) days per week over-a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the "normal work schedules" for such operations.
120. f. Voluntary reduced work week  
Employees subject to the approval by the Appointing Officer 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.
121. g. Voluntary Time off Program  
The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
122. (1) General Provisions:  
Upon receipt of a projected deficit notice from the Controller, an Appointing Officer shall attempt to determine, (to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit), the interest of employees within the Appointing Officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
123. 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.

124. (2) Restrictions on use of Paid Time Off while on Voluntary Time Off
125. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.
126. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
127. (3) Duration and revocation of Voluntary Unpaid Time Off  
Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee's consent.
128. 6. Any change in the "normal work week" shall be the subject of meeting and conferring between the Union and the appointing officer.

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

129. 1. **Normal Work Schedule**  
Compensation fixed herein on a per diem basis are for a normal eight-hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.
130. 2. **Part-Time Work Schedules**  
Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

### **III.E OVERTIME COMPENSATION**

131. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization

of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of a) forty (40) hours per City workweek for weekly overtime, and b) the regular or normal work day for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.

132. 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.
133. Employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
134. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
135. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
136. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half pursuant to the provisions herein.
137. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time- and-one-half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

138. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a nonpaid break period of up to thirty (30) minutes prior to the assigning of further overtime.

RECORDATION OF OVERTIME

139. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
140. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
141. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.

**III.F. ADDITIONAL COMPENSATION**

1. NIGHT DUTY PREMIUM
142. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).
143. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.
2. EXTENDED TOUR OF DUTY PREMIUM
144. An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended

tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour.

145. Exception: Employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid \$2.00 per day above the compensation to which they are otherwise entitled.

3. CALL BACK PAY

146. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.

147. This section shall not apply to employees who are called back to duty when on stand by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

4. TRAVEL EXPENSE

148. Employees who reside within the City and County of San Francisco and are assigned to work at the following locations shall be reimbursed for travel expenses to and from these locations in the amount specified per day:

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

149. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.

5. STANDBY PAY

150. Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate

of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

151. 6. LEAD MECHANIC PAY  
Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a nine dollars (\$9.00) per day premium where required to plan, design, sketch, layout, detail, estimate, order materials, or take the lead on any job where at least two mechanics are assigned:

7344 Carpenter  
7342 Locksmith  
7358 Pattern Maker

152. Effective July 1, 2002, the rate shall be \$10 per day.

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

154. 7. CORRECTIONAL FACILITY PREMIUM  
A premium of \$1.50 per hour shall be paid to all covered employees working in a secured and restricted area of the correctional facilities listed below.

155. This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime.

156. Those facilities where this premium shall apply are listed below:

- 1) County Jail #3 in San Bruno
- 2) Youth Guidance Center
  - (a) 375 Woodside, San Francisco
  - (b) Log Cabin Ranch in La Honda
- 3) Hall of Justice in San Francisco
- 4) County Jail #8
- 5) Treasure Island Jail
- 6) San Francisco General Hospital

157. 8. ACTING ASSIGNMENT PAY
- 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 on the eleventh (11<sup>th</sup>) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
158. 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.
159. 9. SUPERVISORY DIFFERENTIAL ADJUSTMENT
- The Appointing Officer is authorized to adjust the compensation of a supervisory employee if:
160. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;
161. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
162. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;
163. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
164. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.
165. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:

166. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
167. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
168. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
169. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.
170. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.



171. 10. MTA PERFORMANCE/ATTENDANCE INCENTIVES  
Consistent with Charter Section 8A.100, the Municipal Transportation Agency (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals and shall be compensated as set forth in Appendix C.
172. 11. SKILLED NURSING FACILITY "PASS THROUGH"  
In recognition of the fact that: the State of California has designated funds for the direct compensation of persons who provide health care services in Skilled Nursing Facilities; the monies involved derive directly from the State of California and not from the funds of the City and County of San Francisco; the State of California seeks to provide "pass through" compensation for health care employees who are assigned to skilled nursing facilities ("SNF") for which the City and County receives funds through the State of California pursuant to the provisions of Welfare and Institutions Code Section 14110.6; the state law requires an August 1 to July 31 window period for determining compliance with the "pass through;" and that the law requires the City to repay such monies plus a 10% penalty should the City fail to comply:
173. The parties agree to provide for a premium to be paid to eligible employees employed at Laguna Honda Hospital in Skilled Nursing Facilities pursuant to the provisions of Welfare and Institutions Code Section 14110.6.
174. The total aggregate cost of the premium paid to all eligible employees including rollup and related costs shall not exceed the amount of state funding for all eligible "pass through" compensation and related costs. In no case will the total amount collectively for all unions involved exceed \$4 million per fiscal year for each fiscal year covered by this Agreement. The parties agree to implement an on-going SNF wage pass through premium to be distributed via the payroll system. Eligibility and the method of payment shall be made by the facility as authorized by the Welfare Institution Code. The qualifying period for this compensation shall begin with the pay period closest to, but not earlier than, August 1, and terminate July 31 of each fiscal year for which funds are available.
175. This benefit is separate and apart from wages and compensation as previously established by the Board of Supervisors.
176. This premium shall continue only to the extent and for the time period provided by State legislation.

### **III.G. HOLIDAYS AND HOLIDAY PAY**

177. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:

January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s birthday)  
the third Monday in February (Presidents' 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 (Veterans' Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

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

179. 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.

180. 1. HOLIDAYS THAT FALL ON A SATURDAY

181. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year.

2. HOLIDAY COMPENSATION FOR TIME WORKED

182. Employees required by their respective Appointing Officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e.: 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked). At the employee's request and with the approval of the

Appointing Officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of this Agreement.

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

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

184. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

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

4. HOLIDAY PAY FOR LAID OFF EMPLOYEES

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

5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

187. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a

designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

188. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.

189. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

190. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

7. FLOATING HOLIDAYS

191. Eligible employees covered by this Agreement shall receive three (3) 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 not be carried forward from one fiscal year to the next except with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

192. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

9. PAID FURLOUGH DAYS

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

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

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

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

195. 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).

196. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

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

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

198. 2. APPOINTMENT ABOVE ENTRANCE RATE

199. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation schedule under the following conditions:

200. a. A former permanent City employee, following resignation with service

satisfactory, is being reappointed to a permanent position in his/her former classification.

- 201. b. Loss of compensation would result if appointee accepts position at the normal step.
- 202. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.
- 203. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

3. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

- 204. An employee following completion of six months continuous service who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:
- 205. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
- 206. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
- 207. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.
- 208. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class

shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

4. NON-PROMOTIVE APPOINTMENT

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

5. REAPPOINTMENT WITHIN SIX MONTHS

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

6. COMPENSATION ADJUSTMENT

211. a. **Prior Fiscal Year**

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

212. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

213. b. **Salary Increase in Next Lower Rank**

When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate

of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

214. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a compensation schedule higher than the protected salary of the employee.

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

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

216. a. **Transfer**  
An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

217. b. **Re-employment in Same Class Following Layoff**  
An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

218. c. **Re-employment in an Intermediate Class**  
An employee who has completed the probationary period in a



promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

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

### **III.K. METHODS OF CALCULATION**

220. 1. **BI-WEEKLY**  
An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
221. 2. **PER DIEM OR HOURLY**  
An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
199. 3. **CONVERSION TO BI-WEEKLY RATES**  
Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

### **III.L. SENIORITY INCREMENTS**

222. 1. **ENTRY AT THE FIRST STEP**  
Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

223. 2. ENTRY AT OTHER THAN THE FIRST STEP  
Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
224. An employee appointed to a position in a classification, the compensation for which was fixed in the prior fiscal year pursuant to Section A8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this Agreement based upon the employee's service in said classification.
225. 3. DATE INCREMENT DUE  
Increments shall accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.
4. EXCEPTIONS:
226. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
227. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
228. (1) An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is

applicable.

229. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
230. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
231. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.
232. (b) An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
233. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

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

234. 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.N. WORKERS COMPENSATION**

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

**III.O. STATE DISABILITY INSURANCE ("SDI")**

236. Employees covered by this Agreement shall be enrolled in the State Disability Insurance program ("SDI"). 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.P. LONG TERM DISABILITY INSURANCE**

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

**III.Q. HEALTH BENEFIT CONTRIBUTIONS**

238. 1. EMPLOYEE HEALTH CARE  
The City shall maintain the level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage.
239. 2. DEPENDENT HEALTH CARE PICK-UP  
The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.
240. 3. DENTAL COVERAGE  
Each employee covered by this Agreement shall be eligible to participate in the City's dental program.
241. 4. CONTRIBUTIONS WHILE ON UNPAID LEAVE  
As set forth in Administrative Code section 16.701(b), covered employees who

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

5. MEDICALLY SINGLE EMPLOYEES

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

243. 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.R. RETIREMENT**

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

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

246. 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.

247. 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

248. 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.

249. 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.
250. All such seminars must be located within the Bay Area.
251. This section shall not be subject to the grievance procedure.

### **III.S. FEDERAL MINIMUM WAGE**

252. Notwithstanding any of the other provisions of this Agreement, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

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

253. The City agrees that it will, at a minimum, compensate in a manner consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

### **III.U. PARKING**

254. Current employee parking practices at the locations identified below which have no direct cost to the City on facilities operated by City departments will continue subject to the availability of existing facilities for this purpose.

255. MUNI  
1040 Minnesota  
700 Pennsylvania  
Cable Car Barn

256. DEPARTMENT OF PUBLIC WORKS  
2323 Cesar Chavez

257. AIRPORT  
682 McDonald Road

258. RECREATION & PARKS

100 Martin Luther King Drive

259. DEPARTMENT OF PUBLIC HEALTH

Laguna Honda  
SFGH

260. WATER DEPARTMENT

Millbrae  
Sunol  
Hetch Hetchy  
1900 Newcomb Avenue

**III.V. PILOT WELLNESS INCENTIVE PROGRAM**

261. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.

262. Effective July 1, 2002, any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

263. 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.

264. Example of Calculation:

Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%  
50% x 500 hours = 250 hours.  
250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

265. 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.

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

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

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

267. Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

### **IV.B. TUITION REIMBURSEMENT**

268. The City agrees to allocate two thousand Dollars (\$2,000) per year to the Tuition Reimbursement Program for the exclusive use of represented classifications. Classes that will enhance represented employee's work skills shall be considered as qualifying for tuition reimbursement.



## ARTICLE V - WORKING CONDITIONS

### V.A. WORK ENVIRONMENT

269. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The City agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.
270. When employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, he/she may refuse to begin or continue a work assignment.
271. When in such case an employee declines to begin or continue a work assignment, she or he shall notify his/ her in house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer and until the officer has made his/her determination, the employee shall not be required to perform the disputed assignment, and may be reassigned if other work is available.
272. If the safety officer determines that the complaint is valid, his/her decision shall override the departmental management decisions, including abatement procedures or employee reassignment.
273. Right to Know: Material Safety Data sheets shall be available for inspection by employees or their Union representative.

### V.B. SAFETY EQUIPMENT

274. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
275. The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for employees in classifications 7344 Carpenter, 7342 Locksmith and 7358 Pattern Maker.

276. Employees who wear prescription glasses and are determined by the appointing officer to require eye protection shall be provided with prescription safety glasses.

**V.C. PROTECTIVE OVERALLS**

277. The City agrees to provide annually four (4) pairs of overalls for each represented employees. As an alternative, at an employee's request a department shall pay each employee a clothing allowance of equal value.

**V.D. FOUL WEATHER GEAR**

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

**V.E. TOOL INSURANCE**

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

280. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

281. 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.

282. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

283. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.

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

285. a. The employee shall submit a written statement made under penalty of

perjury of the tools stolen to his/her appointing officer, the local police department and the Union.

- 286. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
- 287. 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.
- 288. d. In case of damage due to fire, the requirements of Section 5 above shall be followed with the exception that verified reports need not be filed with the police.
- 289. e. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00).
- 290. f. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

#### **V.F. MEDICAL EXAM**

- 291. In instances when covered employees are exposed to conditions hazardous to their health and when required by State law, said employee may request and be entitled to a medical examination. The cost will be paid by the City. Departmental safety/medical monitoring programs shall only be instituted after meeting and conferring, as required by the Meyers-Milias Brown Act, between the parties. Any such program shall assure that reasonable accommodations be made within the department for persons with disabilities.

**V.G. FAMILY LEAVE**

292. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

## ARTICLE VI - SCOPE

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

### **VI.A. SCOPE OF AGREEMENT**

294. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein.

### **VI.B. REOPENER**

295. 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

### **VI.C. ZIPPER CLAUSE**

296. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
297. Pursuant to the zipper clause in the 1997-2000 MOU, the parties agree that any and 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**

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

contract. No later than January 1, 1998, except that this date may be extended for up to an additional three months if requested by either party, such Civil Service Rules and Administrative Code provisions shall be appended to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

299. The City and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

#### **VI.D. DURATION OF AGREEMENT**

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

#### **VI.E. SAVINGS CLAUSE**

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Andrea R. Gourdine  
Human Resources Director

\_\_\_\_\_  
William Wong  
Sr. Field Representative/ Financial Secretary  
Northern California Carpenters Regional  
Council, Local 22

\_\_\_\_\_  
Geoffrey L. Rothman  
Director, Employee Relations Division

Approved as to Form:  
CITY ATTORNEY

\_\_\_\_\_  
Linda M. Ross  
Chief Labor Attorney

## APPENDIX “A”

### Excerpted From Charter Section A8.346

**Section A.346 (a)** As used in this section the word “strike” shall mean the willful failure to report for duty, the willful absence from one’s position, any concerted stoppage or slowdown of work, any concerted interruption of operations or services by employees, or the willful abstinence in whole or in part from the full, faithful, and proper performance of duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of employment: provided, however, that nothing contained in this section shall be construed to limit, impair, or affect the right of any municipal employee to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of municipal employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

**Section A8.346(b):** No person holding a position by appointment or employment under the civil service provisions of this charter, exclusive of uniformed members of the police and fire departments as provided under section 8.345 of this charter, which persons are hereinafter referred to as municipal employees, shall strike, nor shall any municipal employee cause, instigate, or afford leadership to strike against the city and county of San Francisco. For the purpose of this section, any municipal employee who willfully fails to report for duty, is willfully absent from his or her position, willfully engages in a work stoppage or slowdowns, willfully interrupts city operations or services, or in any way willfully abstains in whole or in part from the full, faithful, and proper performance of the duties of his or her employment because such municipal employee is “honoring” a strike by other municipal employees, shall be deemed to be on strike.



**APPENDIX "B"**

**PAST PRACTICES  
CARPENTERS, LOCAL 22**

*City-Wide*

*Applies to entire bargaining unit:*

**Parking**

Parking as currently provided shall continue in each respective department as available.

**Work Gear**

The City shall continue to provide overalls (ie: Ben Davis type or comparable) per MOU.

*MUNI Cable Car Division*

**Work Schedules**

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be distributed equally within the division.

Vacation sign-ups shall continue on a seniority basis within the division.

Preparation time/clean-up time of ten (10) minutes at the start of the shift and ten (10) minutes at the end of the shift shall continue to be provided.

**Safety**

Safety meetings shall continue per CAL-OSHA requirements.

**Tools**

Each carpenter will continue to supply his/her own personal hand tools. The City will continue to supply power tools and any specialty hand tools required for a job.

The City shall continue to provide lockers as available.

*MUNI Building and Grounds*

**Work Schedules**

One unpaid meal period of 30 minutes at approximately mid-shift shall continue to be provided.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be scheduled on a rotation basis by seniority.

Vacation Sign-ups and Vacation Requests shall continue to be submitted at least five (5) days in advance of the time off requested.

Preparation time/clean-up time of fifteen (15) minutes at the start of the shift and fifteen (15) minutes at the end of the shift shall continue to be provided.

**Safety**

Safety meetings shall continue per CAL-OSHA requirements.

**Tools**

The City shall continue to provide lockers as available.

**Employee Handbooks**

Employee Handbooks shall continue to be provided by the Department to all covered members.

***MUNI Woods Division***

**Work Schedules**

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be scheduled at the discretion of the supervisor on an as-needed basis.

Clean-up time of fifteen (15) minutes at the end of each work day shall continue to be provided.

Vacation Sign-ups and Vacation Requests shall continue to be submitted at least five (5) days in advance of the time off requested and approved on a seniority basis.

**Safety**

Safety meetings shall continue per CAL-OSHA requirements.

**Tools/Work Gear**

Each carpenter will continue to supply his/her own personal hand tools. The City will continue to supply any power tools required.

The City shall continue to provide lockers as available.

The City shall continue to provide protective overalls per MOU. The overalls will be cleaned weekly and replaced when necessary.

## *MUNI Cable Car Pattern Shop*

### **Work Schedules**

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Overtime shall continue to be distributed in both the pattern shop and the carpenter shop on an as-needed basis.

Clean-up time of fifteen (15) minutes at the end of each work day shall continue to be provided.

### **Safety**

Safety meetings shall continue per CAL-OSHA requirements.

### **Tools**

Each carpenter will continue to supply his/her own personal normal pattern maker tools. The City will continue to supply all expendable tools (ie: "C" drill bits, screwdriver bits, etc.) and any power tools required for a job.

The City shall continue to provide lockers as available.

## *Port*

### **Work Schedules**

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

## *Public Utilities Commission – Sunol/Millbrae*

### **Work Schedules**

Two ten (10) minute breaks shall continue to be provided – one at approximately two hours into the shift and one at approximately six hours into the shift daily.

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

For purposes of working overtime, a meal period will continue to be provided if warranted by FLSA standards.

Overtime shall continue to be scheduled on a rotation basis in consideration of the cumulative overtime hours each carpenter has worked.

A reasonable amount of clean-up time at the end of each work day shall continue to be provided.

**Safety**

Safety meetings shall continue per CAL-OSHA requirements.

**Tools**

Each carpenter will continue to supply his/her own personal hand tools other than specialty tools. The City will continue to supply large tools (ie: table saw, skill saw, etc.) and any specialty tools required for a job.

Any personal tools damaged or lost on the job will continue to be replaced.

On-site lockers will continue to be provided as available.

***Public Utilities Commission - Water at Central Distribution Division***

**Work Schedules**

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

A reasonable amount of clean-up time at the end of each work day shall continue to be provided.

**Safety**

Safety meetings shall continue per CAL-OSHA requirements.

**Work Gear**

The City shall continue to provide lockers as available.

Carpenters will continue to be allowed use of a washing machine and laundry soap to wash overalls as available.

***Public Utilities Commission - Hetch Hetchy***

**Tools**

Any personal tools damaged or lost on the job will continue to be replaced per MOU.

**Work Schedules**

Two fifteen (15) minute breaks shall continue to be provided – one at approximately two hours into the shift and one at approximately six hours into the shift.

**Work Gear**

The City shall continue to supply hip waders or high boots used for shoring or form work.

## *Purchasing*

### **Work Schedules**

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift.

Clean-up time of fifteen (15) minutes at the end of each work day shall continue to be provided.

As in current practice, the Department will not use funeral leave or jury duty to disqualify a carpenter from overtime assignments.

### **Safety**

Safety meetings shall continue per CAL-OSHA requirements.

### **Tools/Work Gear**

Each pattern maker will continue to supply his/her own personal normal pattern maker tools. The City will continue to supply all expendable tools and any power tools required for a job.

The City shall continue to provide lockers at 1800 Jerrold Avenue as available.

## *Recreation and Parks*

### **Work Schedules**

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

Overtime shall continue to be scheduled on a rotation basis.

Vacation sign-ups and vacation requests shall continue to be administered per Department policy.

Travel time between department locations any day of the week shall continue to be paid.

### **Safety / Working Environment**

Safety meetings shall continue per CAL-OSHA requirements.

The City shall continue to provide lockers as available.

Medical services at Camp Mather shall continue as available.

### **Tools**

Tools will be replaced if worn and as needed.

*Department of Public Health - Laguna Honda Hospital*

**Work Schedules**

One unpaid thirty (30) minute meal period shall continue to be provided at approximately mid-shift.

Two fifteen (15) minute breaks shall continue to be provided for each full-time shift, one at approximately two hours into the shift and one at approximately six hours into the shift.

Overtime shall continue to be offered on an approximately equal basis.

Preparation time/clean-up time of fifteen (15) minutes at the start of the shift and fifteen (15) minutes at the end of the shift shall continue to be provided.

**Safety**

Safety meetings shall continue per CAL-OSHA requirements.

## **APPENDIX “C”**

### **MTA Performance Incentive Program & MTA Attendance Incentive Program**

The MTA Performance and Attendance Incentive Programs of this Appendix A apply only to employees in “service-critical” classes at MTA.

The benefits of these programs are only available to “service-critical” employees while employed at MTA. Employees who leave or transfer out of “service-critical” employment at MTA lose the benefits of these programs.

**MTA**  
**PERFORMANCE INCENTIVE PROGRAM**

A Performance Incentive Program is established for “service-critical” employees at the Municipal Transportation Agency (MTA) in each of the following Occupational Groups:

- Maintenance Group
- Operations Group
- Administration Group

Service Standards are developed for each Occupational Group, and Performance Goals are established for each Service Standard. Service-critical employees responsible for achievement of Performance Goals are identified for each goal.

**SERVICE STANDARDS**

The following Service Standards are established for each Occupational Group:

**MAINTENANCE GROUP:**

1. Percentage of vehicles that run on time according to published schedules.
2. Increase vehicle miles between road calls by mode.
3. Total number days of unscheduled absences.
4. Total number of lost days due to industrial injury/illness.

**OPERATIONS GROUP:**

1. Percentage of vehicles that run on time according to published schedules.
2. Percentage of scheduled hours delivered.
3. Total number days of unscheduled absences.
4. Total number of lost days due to industrial injury/illness

**ADMINISTRATION GROUP:**

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



## **HOW PROGRESS IS MEASURED**

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

July 1, 2001 – June 30, 2002

July 1, 2002 – June 30, 2003

When Performance Goals are achieved, Incentive Bonuses will be paid to eligible employees in each Occupational Group at the end of a fiscal quarter during which goal(s) were achieved. A “Qualifying Fiscal Quarter” is defined as follows:

1. July 1, - September 30
2. October 1, - December 31
3. January 1, - March 31
4. April 1, - June 30

## **INCENTIVE BONUSES**

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

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

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

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

## **OVERALL GROUP GOALS**

Memorandum of Understanding/July 1, 2001 - June 30, 2003  
City and County of San Francisco and  
Carpenters, Local 22

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

#### MODE/DIVISION GOALS

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

#### **ELIGIBLE EMPLOYEE CRITERIA**

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

#### **GOAL MONITORING AND MEASUREMENT**

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

#### **SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS**

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

**MAINTENANCE GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

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

**OVERALL GROUP GOALS**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

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

**MAINTENANCE GROUP  
PERFORMANCE GOALS**

**GOAL #2:**

To increase vehicle miles between road calls by mode.

**MODE GOALS  
(July 1, 2001 – June 30, 2002)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “

**TROLLEY COACH**

Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “

**RAIL**

Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
PCC	“ “

**CABLE CAR**

“ “

**MODE GOALS  
(July 1, 2002 – June 30, 2003)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “

**TROLLEY COACH**

Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “

**RAIL**

Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “

PCC

“ “

**CABLE CAR**

“ “

**MAINTENANCE GROUP  
PERFORMANCE GOALS**

**GOAL #3:**

To reduce the total number days of unscheduled absences.\*

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

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**GOAL #4:**

To reduce the total number of lost days due to industrial injury/illness.

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
January 1, - March 31		3%
April 1, - June 30		4%

**OPERATIONS GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

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

**OPERATIONS GROUP GOALS**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

**MODE/DIVISION GOALS**

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

**OPERATIONS GROUP  
PERFORMANCE GOALS**

**GOAL #2:**

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

**MODE GOALS  
(July 1, 2001 – June 30, 2002)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97%
Woods	97%
Kirkland	97%
<b>TROLLEY COACH</b>	
Potrero	97%
Presidio	97%
<b>RAIL</b>	
Green	97%
Cable Car	97%

**MODE GOALS  
(July 1, 2002 – June 30, 2003)**

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%
<b>TROLLEY COACH</b>	
Potrero	97.5%
Presidio	97.5%
<b>RAIL</b>	
Green	97.5%
Cable Car	97.5%

**OPERATIONS GROUP  
PERFORMANCE GOALS**

**GOAL #3:**

To reduce the total number days of unscheduled absences.\*

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

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	10%	
July 1, - September 30		7%
October 1, - December 31		8%
January 1, - March 31		9%
April 1, - June 30		10%



July 1, 2002 – June 30, 2003	7%		
July 1, - September 30		4%	
October 1, - December 31			5%
January 1, - March 31			6%
April 1, - June 30			7%

**GOAL #4:**

To reduce the total number of lost days due to industrial injury/illness.

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>	
July 1, 2001 – June 30, 2002	5%		
July 1, - September 30		2%	
October 1, - December 31			3%
January 1, - March 31			4%
April 1, - June 30			5%
July 1, 2002 – June 30, 2003	4%		
July 1, - September 30		1%	
October 1, - December 31			2%
January 1, - March 31			3%
April 1, - June 30			4%

**ADMINISTRATION GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

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

## ADMINISTRATION GROUP GOALS

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	75%	
July 1, - September 30		65%
October 1, - December 31		65%
January 1, - March 31		70%
April 1, - June 30		75%
July 1, 2002 – June 30, 2003	80%	
July 1, - September 30		75%
October 1, - December 31		76%
January 1, - March 31		78%
April 1, - June 30		80%

## MODE/DIVISION GOALS

<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
<b>Fiscal Years</b>		<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002		75%	
July 1, - September 30			65%
October 1, December 31			65%
January 1, - March 31			70%
April 1, - June 30			75%
July 1, 2002 – June 30, 2003		80%	
July 1, - September 30			75%
October 1, - December 31			76%
January 1, - March 31			78%
April 1, - June 30			80%

**ADMINISTRATION GROUP  
PERFORMANCE GOALS**

**GOAL #2:**

To reduce the total number days of unscheduled absences.\*

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

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
July 1, 2001 – June 30, 2002	5%	
July 1, - September 30		2%
October 1, - December 31		3%
January 1, - March 31		4%
April 1, - June 30		5%
July 1, 2002 – June 30, 2003	4%	
July 1, - September 30		1%
October 1, - December 31		2%
<b>January 1, - March 31</b>		<b>3%</b>
April 1, - June 30		4%

EXHIBIT A

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

Class Code	Classification Title	Class Code	Classification Title
	Sheetmetal, Local 104	7458	Switch Repairer
6235	Heating and Ventilating Inspector	7514	General Laborer
7376	Sheet Metal Worker	7540	Track Maintenance Worker
	Automotive Machinist, Local 1414		Operating Engineers, Local 3
7126	Mechanical Shop and Equipment Sup.	7110	Mobile Equipment Assistant Sup.
7225	Transit Paint Shop Sup.	7328	Operating Engineer
7228	Auto Transit Shop Sup.		Stationary Engineers, Local 39
7241	Senior Maintenance Controller	7120	Building and Grounds Maint. Sup.
7249	Automotive Mechanic Sup.	7205	Chief Stationary Engineer
7254	Automotive Machinist Sup.	7223	Cable Machinery Sup.
7258	Maintenance Machinist Sup.	7262	Maintenance Planner
7264	Auto Body Fender Sup.	7286	Wire Rope Cable Maintenance Sup.
7305	Blacksmith	7333	Apprentice Stationary Engineer
7306	Auto Body Fender Worker	7334	Stationary Engineer
7309	Car and Auto Painter	7335	Senior Stationary Engineer
7313	Automotive Machinist	7472	Wire Rope Cable Maint. Mechanic
7322	Auto Body Fender Worker Asst. Sup.	7473	Wire Rope Cable Maint. Mech. Trn.
7332	Maintenance Machinist		Painters, Local 4
7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		Electrical Workers, Local 6
7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	TWU, Local 200	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	IFPTE, Local 21	7238	Electrician Sup.
9195	LRV Equipment Engineer	7244	Power Plant Sup.
9196	Senior LRV Equipment Engineer	7253	Electrical Transit Mechanic Sup.
9197	Signal and Systems Engineer	7255	Power House Electrical Sup.
	Teamsters, Local 853	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	Carpenters, Local 22	7287	Sup. Electrical Maintenance Tech.
7226	Carpenter Sup.	7318	Electrical Maintenance Technician
7342	Locksmith	7319	Electric Motor Repairer

7344	Carpenter	7329	Electric Maint. Tech. Asst. Sup.
7358	Pattern Maker	7338	Electrical Line Worker
	Laborers, Local 261	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

**EXHIBIT A**

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

Class Code	Classification Title	Class Code	Classification Title
	Electrical Workers, Local 6		TWU, Local 250-A
7365	Senior Power House Operator	7410	Automotive Service Worker
	Unrepresented		Municipal Executives Association
7371	Electrician Transit Shop	7283	Track Maintenance Superintendent
7380	Elect. Transit Mech. Asst. Sup	9142	Transit Manager III*
7390	Welder	9143	Senior Operations Manager*
7408	Assistant Power House Operator	9184	Deputy General Manager*
7430	Assistant Electrical Maint. Technician	9185	Chief Operating Officer*
7432	Electrical Line Helper	9189	Director of Planning*
7510	Lighting Fixture Maintenance Worker		
	<b>Glaziers, Local 718</b>		
7326	Glazier	*	Amount of Incentive, if any, determined by the General Manager.

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

**EXHIBIT B**

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

<b>Class Code</b>	<b>Classification Title</b>
	TWU, Local 200
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9173	System Safety Inspector
	IFPTE, Local 21
5177	Safety Officer
5288	Transit Planner II
5289	Transit Planner III
5290	Transit Planner IV
6130	Safety Analyst
	<b>TWU, Local 250A</b>
9132	Transit Fare Inspector
	<b>Municipal Executives Association</b>
9142	Transit Manager III*
9143	Senior Operations Manager*
9146	Manager, Accessible Services*
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*
*	Amount of Incentive, if any, determined by the General Manager.

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

**EXHIBIT C**

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	TWU, Local 200	1655	Systems Accountant

1773	Media Training Specialist	1657	Senior Systems Accountant
	<b>IFPTE, Local 21</b>	1658	Chief Accountant
1002	IS Operator, Journey	1804	Statistician
1004	IS Operator, Analyst	1806	Senior Statistician
1011	IS Technician, Assistant	1823	Senior Administrative Analyst
1013	IS Technician, Senior	1824	Principal Administrative Analyst
1022	IS Administrator II	1827	Administrative Services Manager
1023	IS Administrator III	1944	Materials Coordinator
1024	IS Administrator, Supervisor	1950	Assistant Purchaser
1042	IS Engineer, Journey	2591	Health Program Coordinator I
1043	IS Engineer, Senior	2822	Health Educator
1044	IS Engineer, Principal	2992	Contract Compliance Officer I
1051	IS Business Analyst, Assistant	5174	Administrative Engineer
1053	IS Business Analyst, Senior	5201	Junior Engineer
1054	IS Business Analyst, Principal	5204	Assistant Civil Engineer
1061	IS Program Analyst, Assistant	5205	Associate Materials Engineer
1062	IS Programmer Analyst	5206	Associate Civil Engineer
1064	IS Programmer Analyst, Senior	5208	Civil Engineer
1070	IS Project Director	5210	Senior Civil Engineer
1203	Personnel Technician	5212	Principal Civil Engineer
1231	Assistant Manager, EEO	5236	Assistant Electrical Engineer
1233	EEO Program Specialist	5238	Associate Electrical Engineer
1241	Personnel Analyst	5240	Senior Electrical Engineer
1244	Senior, Personnel Analyst	5242	Principal Electrical Engineer
1246	Principal Personnel Analyst	5252	Assistant Mechanical Engineer
1312	Public Information Officer	5254	Associate Mechanical Engineer
1314	Public Relations Officer	5256	Mechanical Engineer
1365	Special Assistant VI	5258	Principal Mechanical Engineer
1367	Special Assistant VIII	5354	Electrical Engineer Associate I
1368	Special Assistant IX	5360	Civil Engineering Assistant I
1369	Specialist Assistant X	5362	Civil Engineering Assistant II
1370	Special Assistant XI	5364	Civil Engineering Associate I
1452	Executive Secretary II	5366	Civil Engineering Associate II
1454	Executive Secretary III	5380	Student Engineer Trainee
1650	Accountant	6137	Assistant Industrial Hygenist
1652	Senior Accountant	6138	Industrial Hygenist
1654	Principal Accountant	6318	Construction Inspector

## EXHIBIT C

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

Class Code	Classification Title	Class Code	Classification Title
	Municipal Executives Association		<b>Unrepresented</b>
1071	IS Manager	8121	Investigator
1270	Departmental Personnel Officer	1942	Assistant Materials Coordinator
1272	Sr. Departmental Personnel Officer	2978	Contract Compliance Officer II
1276	Departmental Personnel Director	5502	Project Manager I
1372	Special Assistant XIII	5504	Project Manager II
1374	Special Assistant XV	5506	Project Manager III
1375	Special Assistant XVI	5508	Project Manager IV
1376	Special Assistant XVII		
1377	Special Assistant XVIII		
1675	Supervising Fiscal Officer		
1658	Chief Accountant		
5186	Financial Manager		
5212	Principal Engineer		
7130	General Superintendent		
8221	Chief, Protective Services		
9146	Manager, Accessible Services		
9184	Deputy General Manager*		
9185	Chief Operating Officer*		
9189	Director of Planning*	*	Amount of Incentive, if any, determined by the General Manager.



**MTA**  
**ATTENDANCE INCENTIVE PROGRAM**  
 (Non Transit Operator personnel)

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

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

**ANNUAL SICK LEAVE “CASH OUT”/TIME OFF OPTIONS**

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

<b>FULL-TIME</b>	<b>GROUP A</b>	<b>GROUP B</b>
<b>QUALIFYING BALANCE</b>	<b>“CASH OUT”</b>	<b>TIME OFF</b>
240 hours or more sick leave balance	40 hours	3 days
<b>PART-TIME</b>	<b>GROUP A</b>	<b>GROUP B</b>
<b>QUALIFYING BALANCE</b>	<b>“CASH OUT”</b>	<b>TIME OFF</b>
120 hours or more sick leave balance	20 hours	2 days

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

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

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

## QUALIFYING CALENDAR PERIOD

For purposes of this Attendance Incentive Program a “Qualifying Calendar Period” is defined as follows:

July 1, 2001 – June 30, 2002

July 1, 2002 – June 30, 2003

Sick leave hours “cashed out” shall be paid based on the employee’s “base hourly rate,” exclusive of any other premiums. The aforementioned incentive “cash out” premium shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

## GROUP A

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

Class Code	Classification Title	Class Code	Classification Title
	Sheetmetal, Local 104	7514	General Laborer
6235	Heating and Ventilating Inspector	7540	Track Maintenance Worker
7376	<b>Sheet Metal Worker</b>		Operating Engineers, Local 3
	Automotive Machinist, Local 1414	7110	Mobile Equipment Assistant Sup.
7126	Mechanical Shop and Equipment Sup.	7328	Operating Engineer
7225	Transit Paint Shop Sup.		Stationary Engineers, Local 39
7228	Auto Transit Shop Sup.	7120	Building and Grounds Maint. Sup.
7241	Senior Maintenance Controller	7205	Chief Stationary Engineer
7249	Automotive Mechanic Sup.	7223	Cable Machinery Sup.
7254	Automotive Machinist Sup.	7262	Maintenance Planner
7258	Maintenance Machinist Sup.	7286	Wire Rope Cable Maintenance Sup.
7264	Auto Body Fender Sup.	7333	Apprentice Stationary Engineer
7305	Blacksmith	7334	Stationary Engineer
7306	Auto Body Fender Worker	7335	Senior Stationary Engineer
7309	Car and Auto Painter	7472	Wire Rope Cable Maint. Mechanic
7313	Automotive Machinist	7473	Wire Rope Cable Maint. Mech. Trn.
7322	Auto Body Fender Worker Asst. Sup.		Painters, Local 4
7332	Maintenance Machinist	7242	Painter Sup.
7340	Maintenance Controller	7346	Painter
7381	Auto Mechanic		Electrical Workers, Local 6
7382	Auto Mechanic Assistant Sup.	6252	Line Inspector
7387	Upholsterer	7214	Electrical Transit Equipment Sup.
7434	Maintenance Machinist Helper	7216	Electrical Transit Shop Sup.
	TWU, Local 200	7235	Transit Power Line Sup.

7412	Automotive Service Worker Asst. Sup	7238	Electrician Sup.
9139	Transit Sup.	7244	Power Plant Sup.
9140	Transit Manager I	7253	Electrical Transit Mechanic Sup.
9141	Transit Manager II	7255	Power House Electrical Sup.
9150	Train Control Operator	7256	Electric Motor Repairer Sup.
	Teamsters, Local 853	7274	Transit Power Line Sup. II
7251	Track Maintenance Worker Sup.	7279	Power House Electrician Sup.
7355	Truck Driver	7287	Sup. Electrical Maintenance Tech.
	Carpenters, Local 22	7318	Electrical Maintenance Technician
7226	Carpenter Sup.	7319	Electric Motor Repairer
7342	Locksmith	7329	Electric Maint. Tech. Asst. Sup.
7344	Carpenter	7338	Electrical Line Worker
7358	Pattern Maker	7345	Electrician
	Laborers, Local 261	7364	Power House Operator
7215	General Laborer Sup.	7365	Senior Power House Operator
7458	Switch Repairer	7371	Electrician Transit Shop

#### GROUP A

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

Class Code	Classification Title
	<b>Electrical Workers, Local 6</b>
7380	Elect. Transit Mech. Asst. Sup
7390	Welder
7408	Assistant Power House Operator
7430	Assistant Electrical Maint. Technician
7432	Electrical Line Helper
7510	Lighting Fixture Maintenance Worker
	<b>Glaziers, Local 718</b>
7326	Glazier
	<b>TWU, Local 250-A</b>
7410	Automotive Service Worker
9132	Transit Fare Inspector

#### GROUP B

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

Class Code	Classification Title	Class Code	Classification Title
	TWU, Local 200	1657	Senior Systems Accountant
1773	Media Training Specialist	1658	Chief Accountant
9173	System Safety Inspector	1804	Statistician
	<b>IFPTE, Local 21</b>	1806	Senior Statistician
1002	IS Operator, Journey	1823	Senior Administrative Analyst
1004	IS Operator, Analyst	1824	Principal Administrative Analyst
1011	IS Technician, Assistant	1827	Administrative Services Manager
1013	IS Technician, Senior	1944	Materials Coordinator
1022	IS Administrator II	1950	Assistant Purchaser
1023	IS Administrator III	2591	Health Program Coordinator I
1024	IS Administrator, Supervisor	2822	Health Educator
1042	IS Engineer, Journey	2992	Contract Compliance Officer I
1043	IS Engineer, Senior	5174	Administrative Engineer
1044	IS Engineer, Principal	5201	Junior Engineer
1051	IS Business Analyst, Assistant	5204	Assistant Civil Engineer
1053	IS Business Analyst, Senior	5205	Associate Materials Engineer
1054	IS Business Analyst, Principal	5206	Associate Civil Engineer
1061	IS Program Analyst, Assistant	5208	Civil Engineer
1062	IS Programmer Analyst	5210	Senior Civil Engineer
1064	IS Programmer Analyst, Senior	5212	Principal Civil Engineer
1070	IS Project Director	5236	Assistant Electrical Engineer
1203	Personnel Technician	5238	Associate Electrical Engineer
1231	Assistant Manager, EEO	5240	Senior Electrical Engineer
1233	EEO Program Specialist	5242	Principal Electrical Engineer
1241	Personnel Analyst	5252	Assistant Mechanical Engineer
1244	Senior, Personnel Analyst	5254	Associate Mechanical Engineer
1246	Principal Personnel Analyst	5256	Mechanical Engineer
1312	Public Information Officer	5258	Principal Mechanical Engineer
1314	Public Relations Officer	5288	Transit Planner II
1365	Special Assistant VI	5289	Transit Planner III
1367	Special Assistant VIII	5290	Transit Planner IV
1368	Special Assistant IX	5354	Electrical Engineer Associate I
1369	Specialist Assistant X	5360	Civil Engineering Assistant I
1370	Special Assistant XI	5362	Civil Engineering Assistant II
1452	Executive Secretary II	5364	Civil Engineering Associate I
1454	Executive Secretary III	5366	Civil Engineering Associate II
1650	Accountant	5380	Student Engineer Trainee
1652	Senior Accountant	6130	Safety Analyst
1654	Principal Accountant	6137	Assistant Industrial Hygenist
1655	Systems Accountant	6138	Industrial Hygenist

GROUP B

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

Class Code	Classification Title
	IFPTE, Local 21
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
	Municipal Executives Association
1071	IS Manager
1270	Departmental Personnel Officer
1272	Sr. Departmental Personnel Officer
1276	Departmental Personnel Director
1372	Special Assistant XIII
1374	Special Assistant XV
1375	Special Assistant XVI
1376	Special Assistant XVII
1377	Special Assistant XVIII
1675	Supervising Fiscal Officer
1658	Chief Accountant
5186	Financial Manager
5212	Principal Engineer
7130	General Superintendent
7283	Track Maintenance Superintendent
8221	Chief, Protective Services
9142	Transit Manager III
9143	Senior Operations Manager
9146	Manager, Accessible Services
9184	Deputy General Manager
9185	Chief Operating Officer
9186	General Manager
9189	Director of Planning
	Unrepresented
8121	Investigator
1942	Assistant Materials Coordinator
2978	Contract Compliance Officer II
5502	Project Manager I

5504	Project Manager II
5506	Project Manager III
5508	Project Manager IV

**Attachment A**

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

**Carpenters, Local 22**

Effective Date	Class Title	Ent @ Step 5	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	7226 CARPENTER SUPERVISOR I	✓	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933
	7236 LOCKSMITH SUPERVISOR I	✓	06590	\$2,274	\$2,388	\$2,507	\$2,632	\$2,764
	7272 CARPENTER SUPERVISOR II	✓	06860	\$2,596	\$2,726	\$2,862	\$3,005	\$3,155
	7342 LOCKSMITH	✓	06280	\$1,955	\$2,053	\$2,156	\$2,264	\$2,377
	7344 CARPENTER	✓	06280	\$1,955	\$2,053	\$2,156	\$2,264	\$2,377
	7358 PATTERN MAKER	✓	06380	\$2,053	\$2,156	\$2,264	\$2,377	\$2,496
1/5/02	7226 CARPENTER SUPERVISOR I	✓	06750	\$2,459	\$2,582	\$2,711	\$2,847	\$2,989
	7236 LOCKSMITH SUPERVISOR I	✓	06630	\$2,319	\$2,435	\$2,557	\$2,685	\$2,819
	7272 CARPENTER SUPERVISOR II	✓	06900	\$2,647	\$2,779	\$2,918	\$3,064	\$3,217
	7342 LOCKSMITH	✓	06320	\$1,994	\$2,094	\$2,199	\$2,309	\$2,424
	7344 CARPENTER	✓	06320	\$1,994	\$2,094	\$2,199	\$2,309	\$2,424
	7358 PATTERN MAKER	✓	06420	\$2,094	\$2,199	\$2,309	\$2,424	\$2,545
7/1/02	7226 CARPENTER SUPERVISOR I	✓	06800	\$2,521	\$2,647	\$2,779	\$2,918	\$3,064
	7236 LOCKSMITH SUPERVISOR I	✓	06680	\$2,377	\$2,496	\$2,621	\$2,752	\$2,890
	7272 CARPENTER SUPERVISOR II	✓	06950	\$2,711	\$2,847	\$2,989	\$3,138	\$3,295
	7342 LOCKSMITH	✓	06370	\$2,043	\$2,145	\$2,252	\$2,365	\$2,483
	7344 CARPENTER	✓	06370	\$2,043	\$2,145	\$2,252	\$2,365	\$2,483
	7358 PATTERN MAKER	✓	06470	\$2,145	\$2,252	\$2,365	\$2,483	\$2,607
1/4/03	7226 CARPENTER SUPERVISOR I	✓	06850	\$2,582	\$2,711	\$2,847	\$2,989	\$3,138
	7236 LOCKSMITH SUPERVISOR I	✓	06730	\$2,435	\$2,557	\$2,685	\$2,819	\$2,960
	7272 CARPENTER SUPERVISOR II	✓	07000	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378
	7342 LOCKSMITH	✓	06420	\$2,094	\$2,199	\$2,309	\$2,424	\$2,545
	7344 CARPENTER	✓	06420	\$2,094	\$2,199	\$2,309	\$2,424	\$2,545
	7358 PATTERN MAKER	✓	06520	\$2,199	\$2,309	\$2,424	\$2,545	\$2,672

2001-2003 Memorandum of Understanding  
City and County of San Francisco and  
Carpenters, Local 22

5/15/01

Memorandum of Understanding/July 1, 2001 - June 30, 2003  
City and County of San Francisco and  
Carpenters, Local 22