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**IDnum** 89      **Language** English      **Country** United States      **State** CA

**Union** Teamsters (International Brotherhood of Teamsters) AFL-CIO

**Local** Local 856, Multi-Unit

Occupations Represented
Animal care and service workers
Clinical laboratory technologists and technicians
Social workers

**Bargaining Agency** City and County of San Francisco

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001      **EndYear** 2003

**Source** <http://www.ci.sf.ca.us/dhr/mou/L856TEAMSTERS/856%20Teamsters%20FY01-03%20multi-unit.PDF>

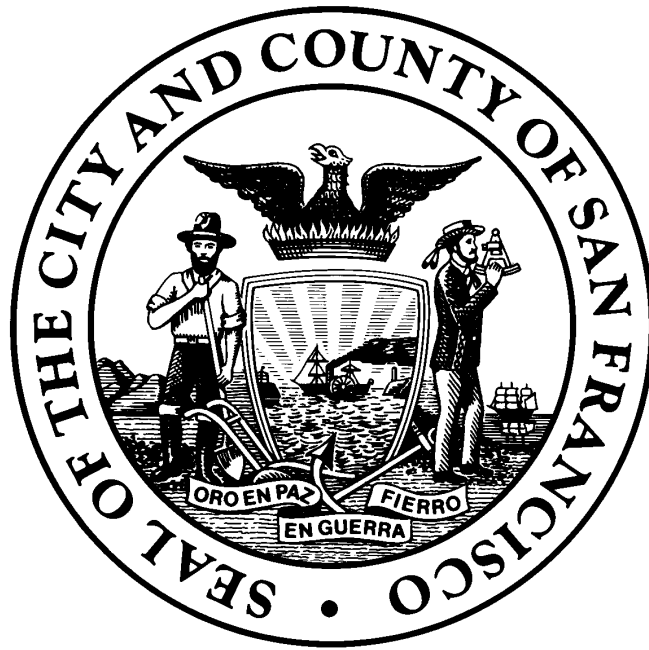
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**Notes**

**Contact**

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

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN AND FOR**

**TEAMSTERS, LOCAL 856  
MULTI-UNIT**

**AND**

**CITY AND COUNTY OF SAN FRANCISCO**

**JULY 1, 2001 – JUNE 30, 2003**

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**ARTICLE I. REPRESENTATION**

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and Teamsters, Local 856 (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

**ARTICLE I. REPRESENTATION**

**A. RECOGNITION**

- 1. 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 units as listed below:

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>BARG. UNIT</u>
1434	SHELTER SERVICE REP	01G
2444	CLINICAL LAB TECH	08K
2453	SUPV PHARMACIST	11C
2462	MICROBIOLOGIST	08K
2464	SR. MICROBIOLOGIST	11C
2496	RADIOLOGIC TECH SUPV	11C
3320	ANIMAL KEEPER	01G
3370	ANIMAL CARE ATTEND	01G
3372	ANIMAL CONTROL OFF.	01G
6139	SR. INDUS HYGIENIST	11C
7444	PARKING METER REPAIR	01G
8322	SR COUNSELOR- JUV.	11X
8323	SR. COUNS.-BOYS RANCH	11X
8324	SUPV COUNSELOR - JUV	11X

- 2. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this MOU. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Union the City will meet and confer concerning proposed changes to bargaining units.

**B. NO STRIKE PROVISION**

- 3. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union and represented employees will not engage in any work stoppage as defined in Charter Section A8.346.

**C. MANAGEMENT RIGHTS**

- 4. Except as otherwise specifically provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.

**ARTICLE I. REPRESENTATION**

5. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
6. The exercise of these rights shall not be subject to the grievance procedure.
7. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment.

**D. UNION/CITY RELATIONS COMMITTEE**

8. The parties hereby agree to establish a Union/City Relations Committee. The Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the City. The chair of the committee will be selected from the City team for the first six (6) months of the committee's term, and will be selected from the Union team for the second six (6) months. The chair shall rotate thereafter.
9. The Committee shall meet every three months if matters of mutual concern are identified by either party. Either party may submit matters for the agenda, provided however, that grievance arbitration matters may not be discussed absent mutual agreement.
10. The Committee is also specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

**E. GRIEVANCE PROCEDURES**

11. 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. 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.
  1. 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.
  2. 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

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required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

Time Limits

15. 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.

Steps of the Procedure: Non-discipline

16. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
17. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. 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.
18. The grievant may have a Union representative present at all steps of the grievance procedure.
19. 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.
20. 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 the name of the employee, the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. For grievances involving more than one employee, the Union will identify the names of all affected grievants as soon as reasonably possible, but no later than submission to Step 4.
21. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
22. 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 answer. 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.
23. 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 answer. The Appointing Officer or designee may convene a meeting



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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.

24. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director 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.
25. Arbitration: If the Union is dissatisfied with the Step 4 answer it may invoke arbitration by notifying the Director of Employee Relations in writing, within twenty (20) days of the 4th Step decision.

Selection of the Arbitrator

26. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided however that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
27. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike off procedure.

Discipline/Discharge Grievances

28. Permanent employees or employees who have served the equivalent of the probationary period may grieve (appeal) suspensions, disciplinary demotions or discharges.

Steps of the Procedure: Disciplinary Grievances

29. 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. 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.
30. Step 2. The union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days. The Director 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) of receipt of the appeal.

**ARTICLE I. REPRESENTATION**

31. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) days following issuance of the final City decision.

Selection of the Arbitrator

32. Selection of an arbitrator shall be as in paragraphs 26 and 27 above.

Authority of the Arbitrator

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

Fees and Expenses of Arbitrator

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

Hearing Dates and Date of Award

35. Hearings shall be scheduled 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 to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
36. 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.
37. 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.

**F. OFFICIAL REPRESENTATIVES AND STEWARDS**

Official Representatives

38. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
39. 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.

**ARTICLE I. REPRESENTATION**

40. No selected employee member shall leave the duty or workstation, or assignment without specific approval of appropriate Employer representative.
41. 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.

Stewards

42. The Union shall at least annually 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.
43. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
44. 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.
45. Stewards shall be responsible for the performance of their workload, consistent with release time approved pursuant to rules established herein.
46. 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.
47. 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.
48. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

**G. UNION SECURITY**

Authorization for Deductions

49. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political committee 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

**ARTICLE I. REPRESENTATION**

to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

**Dues Deductions**

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

**H. AGENCY SHOP**

**Application**

51. 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.

**Implementation**

52. An agency shop shall be implemented within representation units or subunits when:
53. 1. Election: The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or
54. 2. 2/3 Membership: The Union makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Union, or
55. 3. 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.

*ARTICLE I. REPRESENTATION*

Service Fee

56. 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.

Financial Reporting

57. 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.

Religious Exemption

58. Any employee of the City in a classification described in the above-referenced Application section, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee. The union shall be informed in writing of any such requests.

Payroll Deduction

59. The Union shall provide the Employee Relations Director and the City with a current statement of membership fees. Such statement of membership 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 the above-referenced Implementation section 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 the above-referenced Application section, 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.

Employee Lists

60. 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.

**ARTICLE I. REPRESENTATION**

61. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
62. Indemnification: The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

**I. EMPLOYEE REASSIGNMENTS**

63. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

**J. BULLETIN BOARDS**

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

**K. CIVIL SERVICE RULES**

65. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

**L. DATA**

66. The City will provide the Union the following data, by representation unit, for each employee on a quarterly basis within legal and reasonable administrative constraints.

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

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

**M. ADDITIONAL DATA**

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

**ARTICLE II. EMPLOYMENT CONDITIONS**

**A. NON-DISCRIMINATION**

69. 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, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. The City shall expedite the handling of complaints of sexual harassment pursuant to Section 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.

**B. PROBATIONARY PERIOD**

70. The probationary period, as defined and administered by the Civil Service Commission, shall be six (6) months except for those classes listed below, whose probationary period is one (1) year.

2444	CLINICAL LAB TECH
2453	SUPV PHARMACIST
2462	MICROBIOLOGIST
2464	SR. MICROBIOLOGIST
2496	RADIOLOGIC TECH SUPV
3372	ANIMAL CONTROL OFFICER
8324	SUPV COUNSELOR - JUV. PROBATION

**C. RECLASSIFICATION/REORGANIZATION**

Effects of Reclassification

71. Upon approval of the reclassification of an existing position by the Human Resources Director or the Civil Service Commission, the incumbent shall be separated from the position, and shall be eligible to exercise seniority to fill another position in the class occupied prior to the reclassification in accordance with the rules of the CSC or provisions of the CBA whichever governs.

Transfer of Work between Bargaining Units/Incidental Employee Work Assignments

72. The City shall have the right to assign work to any classification determined to be appropriate for the performance of said duties.

73. The incidental assignment of out of class duties shall be subject to this provision. Incidental duties shall be defined as those constituting a minor portion of the employee's assignment.

**D. AMERICANS WITH DISABILITIES ACT**

74. 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 and the Fair Employment and Housing Act. The

**ARTICLE II. EMPLOYMENT CONDITIONS**

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.

**E. RIGHT TO PRIVACY**

75. Employees will have a reasonable expectation of privacy when a department formally allows employees a closed work area as a locker and/or desk drawer with an individual key.

**F. SUBCONTRACTING OF WORK**

"Prop J." Contracts

76. 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.
77. 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. 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,
78. 1. possible alternatives to contracting or subcontracting;
  79. 2. questions regarding current and intended levels of service;
  80. 3. questions regarding the Controller's certification pursuant to Charter Section 10.104 (15);
  81. 4. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
  82. 5. questions relating to the effect on individual worker productivity by providing labor saving devices.
83. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.
84. In the event represented employees are laid off or displaced as a result of such contracting out, employment counseling will be made available to these employees.

Personal Services Contracts

85. 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.



**ARTICLE II. EMPLOYMENT CONDITIONS**

86. 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. 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.

**G. WORKFORCE REDUCTION**

Obligation to Meet & Confer on Employee Workloads

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

Advance Notice of Pending Layoffs

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

Layoff Procedures

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

Credit for Time Served in Temporary Position While on Layoff from Permanent Position

92. An employee who has completed probation in a permanent position and who:
93. 1. is "laid off" from said position,
94. 2. is immediately and continuously employed in another classification with the City, either permanent or temporary, and

**ARTICLE II. EMPLOYMENT CONDITIONS**

95. 3. is thereafter permanently re-employed in his/her former classification without a break in service,
96. 4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

**H. TRAVEL REIMBURSEMENT**

Municipal Railway

97. An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel.

Mileage Allowance

98. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.

**I. REIMBURSEMENT OF PERSONAL EXPENSES**

99. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**J. FINGERPRINTING**

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

**K. PERSONNEL FILES**

101. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
102. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.
103. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

**ARTICLE II. EMPLOYMENT CONDITIONS**

104. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
105. Materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more shall not be used for disciplinary purposes provided there has been no reoccurrence of the conduct, documented in the file, on which the discipline was based.
106. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.
107. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or the subject of a prior disciplinary action.

**L. INDEMNIFICATION OF CITY EMPLOYEES**

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

**M. DEPARTMENT OF PARKING & TRAFFIC (DPT) JOINT LABOR-MANAGEMENT COMMITTEE (JLMC)**

109. The parties agree that a joint labor-management committee (JLMC) shall be convened within three (3) months of the contract award for the Parking Meter Management System. The committee shall consist of not more than three (3) persons designated by Teamsters, Local 856 and not more than three (3) DPT management representatives. The JLMC shall meet a minimum of one time a month at a time and place to be mutually determined. The JLMC shall seek to establish a forum to discuss the following: a) changes in job responsibilities, job scope, and/or working methods as a result of the City's conversion from mechanical to electronic parking meters; b) training that will be offered as a result of the City's conversion from mechanical parking meters to electronic parking meters; and, c) other issues by mutual agreement. All recommendations of the JLMC shall be made by mutual agreement of labor and management and will be submitted to the Director of Operations of DPT for consideration.

**N. SENIORITY**

110. Departments will implement a vacation sign-up procedure that provides for vacation sign-up by seniority for employees covered by this MOU.

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

**A. WAGES**

General Wage Increase

111. The wage rates for the employees covered by this Agreement for Fiscal Years 2001 – 2003 shall increase as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2001	2.5%
January 5, 2002	2.5%
July 1, 2002	2.5%
January 4, 2003	2.5%

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

Wage Adjustments

112. Effective July 1, 2001, wage adjustments will be made to the listed classes as follows:

1434 Shelter Representative	10.0%
2462 Microbiologist	3.5%
2464 Senior Microbiologist	7.0%
3370 Animal Care Attendant	10.0%
3372 Animal Control Officer	10.0%
6139 Senior Industrial Hygienist	2.75%

113. Effective July 1, 2002, wage adjustments will be made to the listed classes as follows:

1434 Shelter Representative	5.0%
3370 Animal Care Attendant	5.0%
3372 Animal Control Officer	5.0%

The combined wage rates are set forth in Attachment A.

Internal Adjustments for Supervisory Classifications

114. For the term of this MOU, the following classifications shall receive internal adjustments to ensure that the classification receives a certain percentage above base wages of the class supervised:

2453 Supervising Pharmacist	5% above class supervised
2496 Radiologic Technologist Supervisor	6% above class supervised
8324 Supervising Counselor	5% above class supervised

The combined wage rates are set forth in Attachment A.

2444 Clinical Lab Technologist Classification Studies

115. The Department of Human Resources (DHR) agrees to conduct a classification study of the 2444 Clinical Lab Technologist positions at the Medical Examiner Department, to be completed within the 2001-2002 fiscal year.

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

116. The Department of Public Health (DPH) agrees to conduct a classification study of the 2444 Clinical Lab Technologist positions at DPH, to be completed within 90 days of July 1, 2001.

**B. ADDITIONAL COMPENSATION**

Lead Person Pay

117. Employees in classification 7444 Parking Meter Repairer designated by their supervisor or foreman as a lead person shall be entitled to a \$5.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two persons are assigned.

"In Charge" Assignment Pay

118. Employees in classes 3372 Deputy Animal Control Officer, 3370 Animal Care Attendant and 1434 Shelter Service Representative shall, when assigned to be in charge of their division during the absence of higher level supervision for an entire shift, be paid a premium of \$7.00 per day when so assigned.
119. Animal keepers, when assigned to be in charge of their section during the absence of higher level supervision for an entire shift, shall be paid a premium of \$5.00 per day when so assigned. Employees so assigned as described above shall serve in the "in charge" assignment at the pleasure of the appointment authority and shall not obtain any tenure or property interest in the assignment.

Acting Assignment Pay

120. Employees assigned by the Department Head or designee to perform the full range of essential functions of a position in a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
121. 1. The assignment must be in writing.
122. 2. The position to which the employee is assigned must be a budgeted position.
123. 3. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days.
124. If each of the above criteria are met and upon verification by the Department Head, an employee shall be paid a one full salary step adjustment (approximately 5%) but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned, retroactive to the first day of assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
125. If each of the above criteria are met but an employee does not receive the acting assignment pay, the employee must file a grievance within thirty days of written notice of the assignment.

*ARTICLE III. PAY, HOURS AND BENEFITS*

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

Supervisory Differential Adjustment

127. The Appointing Officer shall adjust the compensation of a supervisory employee whose compensation grade is set herein subject to the following conditions:
128. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
129. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
130. 3. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
131. 4. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
132. 5. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
133. 6. The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation exclusive of extra pay, of the employee supervised.
134. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose class is also covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
135. 7. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a

*ARTICLE III. PAY, HOURS AND BENEFITS*

salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

136. 8. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

Bilingual Premium

137. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours shall be granted additional compensation of thirty-five dollars (\$35.00) biweekly. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

Night Duty

138. Employees who, as part of their regularly scheduled work shift, are required to work any hours between (six) 6:00 p.m. and (six) 6:00 a.m. shall receive a premium of 8% per hour in addition to their straight time hourly base rate of pay for any and all hours worked between (six) 6:00 p.m. and (six) 6:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program or an alternate work schedule where the work shift includes hours to be worked between the hours of (six) 6:00 p.m. and (six) 6:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

Standby Pay

139. Employees who, as part of the duties of their positions are assigned in writing by the Appointing Officer or designee to standby when normally off duty to be instantly available on call for the performance of their regular duties, shall be paid the Federal Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in positions whose duties are primarily administrative in nature.

Standby Pay – San Francisco General Hospital (Class 2453 Supervising Pharmacist)

140. Employees in class 2453 Supervising Pharmacist at SFGH who are assigned to standby duty with an electronic paging device and who are required to be instantly available to respond in accordance with departmental policy, shall be compensated \$150.00 per week and four (4) hours compensation.

Call Back

141. 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 paid at the applicable rate for all hours actually worked (with a three (3) hour minimum). This section shall not apply to employees who are called back to duty when on stand-by status.

**C. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

Promotive Appointment in a Higher Class

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

144. 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 in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

145. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class shall be deemed promotive.

Non-promotive Appointment

146. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, 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 grade.

Appointment Above Entrance Rate

147. Appointments may be made by an appointing officer at any step in the compensation grade under any of the following conditions:
148. 1. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
149. 2. Loss of compensation would result if appointee accepts position at the normal step.



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150. 3. A severe, easily demonstrated and documented recruiting and retention problem exists.
151. 4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

Reappointment Within Six Months

152. 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.

Compensation Adjustments

153. 1. Prior Fiscal Year Promotion. When an employee is promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the current fiscal year, his/her salary shall be adjusted on July 1 to the rate s/he would have received had s/he been promoted in the current fiscal year.
154. The salary and anniversary increment date of any employee promoted from one class to a higher classification shall be adjusted when such employee would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from the date the promotional examination was held.
155. 2. Salary Increase in Next Lower Rank Classification. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade 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 s/he would have received had s/he 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 of 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.
156. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which s/he is otherwise qualified, and which has a compensation grade higher than the protected salary of the employee.
157. 3. Flat Rate Converted to Salary Range. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation grade number during the current fiscal year shall be paid on

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the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

158. 4. Salary Anniversary Date Adjustment. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

159. 1. Transfer. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.
160. 2. Reemployment in Same Classification 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.
161. 3. Reemployment in an Intermediate Classification. 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.
162. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
163. 4. Reemployment in a Formerly Held Classification. 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 step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

**D. METHODS OF CALCULATION**

164. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her 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.

165. 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.

**E. SENIORITY INCREMENTS**

Advancement Through Salary Steps

166. Full time employees shall advance to the second step upon completion of six (6) months continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees shall advance to the second step upon completion of 1040 continuous hours of service, and to each successive step upon completion of 2080 continuous hours of service.
167. Employees who enter a classification at a rate of pay at other than the first step shall advance one (1) step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
168. Date Increment Due. Increments may accrue and become due and payable on the next day following completion of required service as a permanent employee in the class and with approval of the appointing officer, unless otherwise provided herein.

Exceptions

169. 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 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.
170. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply:
171. 1. An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the compensation grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

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

172. 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.

**F. WORK SCHEDULES**

1. Regular Work Schedule

173. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than nine (9) hours. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) consecutive working days in conjunction with changes in their work shifts or schedules.

2. Flexible Work Schedule

174. All classifications of employees having a Regular Work Schedule may, with the Appointing Officer's permission, voluntarily work in a flex-time program authorized by the Appointing Officer under the following conditions:

175. a. The employee must work five (5) days a week and forty (40) hours per week.

176. b. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Schedule" as defined in section 1 above.

177. c. This provision shall not be grievable or arbitrable.

3. Alternate Work Schedule

178. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include 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 a "Regular Work Schedule" as defined in section 1 above. Requests for alternate work schedules shall not be unreasonably denied.

4. Part Time Work Schedule

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

5. Voluntary Reduced Work Week

180. 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.

6. Voluntary Time Off Program ("VTOP")

181. The mandatory furlough provisions of CSC Rule 120 shall not apply to covered employees.

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

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

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

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

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

186. c. Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

7. Animal Care and Control Graveyard Shift

187. For a one-month trial period beginning October 1, 2001, the Department of Animal Care & Control agrees to allow employees assigned to work the graveyard shift to waive their one-hour lunch break in order to reduce the length of their work shift. The purpose of the trial period is to evaluate whether any change in the length of the graveyard work shift has a negative impact on morning shift operational needs. At the end of the trial period, the Department will determine whether it is appropriate to allow employees who work the graveyard shift to waive their one-hour lunch break.

**G. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. Normal Work Schedules

188. 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.

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

**2. Part-Time Work Schedules**

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

**3. No Available Work**

190. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer of designee.
191. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of three hours, and for hours actually worked beyond two hours, computed to the nearest one-quarter hour.

**H. OVERTIME COMPENSATION**

192. The Appointing Officer may require employees to work longer than the regular workday or the regular workweek. Any time worked under proper authorization or suffered to be worked by an employee, exclusive of part-time employees, in excess of actual paid work on a regular workday or workweek shall be treated as follows:

**Non-“Z” Designated Classifications**

193. Employees in classifications designated as Non-“Z” are compensated for overtime subject to the following:
194. a. For employees working a regular eight (8) hour workday, overtime at one-and-one-half times the base hourly rate (which may include a night differential if applicable) for actual hours worked in excess of eight (8) hours in a day or for hours worked in excess of forty (40) hours in a week; provided that employees working in classifications that are designated as having a regular workday of less than eight (8) hours or a regular workweek of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week;
195. b. For employees working a flexible work schedule as described in section F.2. above, overtime at one-and-one-half times the base hourly rate (which may include a night differential if applicable) for actual hours worked in excess of forty (40) hours in a week;
196. c. For employees working an alternate work schedule as described in section F.3. above, overtime at one-and-one-half times the base hourly rate (which may include a night differential if applicable) for hours worked in excess

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of the normal workday as set forth in an alternate work schedule or for actual hours worked in excess of forty (40) hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.

197. 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.
198. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week. (For purposes of this calculation fixed holidays, jury duty and military leave shall be counted as hours worked). Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

“Z” Designated Classifications

199. Employees in classifications designated as “Z” shall not be paid for overtime worked but may be granted compensatory time off at time and one half for actual hours worked in excess of forty (40) hours in a week.
200. When an appointing officer receives notice from an employee, designated as a “Z” employee for FLSA purposes, that the employee will resign, the appointing officer, or designee, will use his/her best efforts to accommodate that employee’s request to exhaust any unused compensatory time.
201. For purposes of calculation of overtime, fixed holidays will be considered actual hours worked.

Compensatory Time

202. Employees may carry forward up to two hundred forty (240) hours of earned but unused compensatory time into the next fiscal year.
203. Employees in classification 2453 Supervising Pharmacist who accrue more than two hundred forty (240) hours of compensatory time shall be paid for all hours over two hundred forty (240) on a quarterly basis.

**I. FAIR LABOR STANDARDS ACT**

204. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

**J. HOLIDAYS**

205. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

206. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
207. The City shall accommodate religious belief or observance of employees as required by law.
208. Three additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for floating days off not taken.
209. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
210. 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.
211. 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 7.702 of the Charter. Those



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

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. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

1. In-Lieu Holidays

212. Requests for in-lieu holidays shall be made to the appropriate management representative prior to or no later than thirty (30) days after the holiday is earned and must be taken within the fiscal year.
213. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
214. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

2. Holiday Compensation for Time Worked

215. Employees required by their respective Appointing Officers to work on any of the above-specified or substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.
216. Executive, administrative and professional employees designated with the "Z" symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act 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 (1 1/2) times for work on the holiday.

3. Holidays for Employees on Work Schedules Other Than Monday Through Friday

217. a. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
218. b. 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.
219. c. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday

*ARTICLE III. PAY, HOURS AND BENEFITS*

preceding a Saturday holiday, nor on the Monday following a Sunday holiday.

220. d. Sections b. and c. above shall apply to part-time employees on a pro-rata basis.
221. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
222. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.
4. Holiday Pay for Employees Laid Off
223. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.
5. Employees Not Eligible for Holiday Compensation
224. 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 employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.
6. Part-time Employees Eligible for Holidays
225. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.
226. 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.

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

227. 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 appropriate employer representative.

**K. VACATION**

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

**L. HEALTH AND WELFARE AND DENTAL INSURANCE**

Employee Health Care

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

Dental Coverage

230. The City shall provide dental coverage through the term of this agreement.

Dependent Health Care Pick-Up

231. The City will continue to contribute up to \$225.00 per month toward dependent care pick up or the \$190 cash payment option to employees covered by this agreement.
232. Employees with one or more dependents enrolled in the City's Health Service System will not have the option of receiving the cash payment but will receive up to \$225.00 per month in dependent care pickup.
233. Employees who enroll one or more dependents into the Health Service System during the term of this agreement will not be eligible for the cash option once those dependents are enrolled.
234. Employees whose dependents leave the Health Service System will be eligible for the cash payment once their dependents are no longer enrolled.
235. None of the provisions herein in any way alter the City's Health Service System's rules or policies regarding enrollment in or separation from any City Health Service System plan.
236. The City shall provide annual audiometric examinations in accordance with the City's Hearing Conservation Program.
237. 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

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

suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

**M. STATE DISABILITY INSURANCE (SDI)**

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

**N. RETIREMENT PICK-UP**

239. 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 the 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.

240. The City shall pick-up the employee contribution to Retirement as follows:

241. The City will contribute to the appropriate pension plan:

- full rate on pension covered gross salary for all SFERS
- full rate on pension covered gross salary for all PERS members
- PERS Public Safety members 8%/7.5% (pre 1978/post 1978 hires)

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

Retirement Seminar Release Time

243. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.

244. 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.

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

**O. LONG TERM DISABILITY INSURANCE**

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

**P. RETURN TO WORK PROGRAMS**

247. The City shall establish a Return-To-Work Program which shall provide for modified work assignments for employees who have sustained an occupational injury or illness to enable these employees to return to work as soon as possible consistent with their medical restrictions, as determined by licensed physician in accordance with Workers' Compensation laws and regulations.

248. The City recognizes that departments may have varying hours of public service, occupational standards or requirements for employees and other unique or specialized requirements. In order to provide for these unique elements, departments may create departmental Return-to-Work Programs.

249. Departmental Return-to-Work Programs shall conform to the standards of the Citywide Return-to-Work Program, but shall supplement the Citywide Program with procedures to account for the department's unique requirements.

250. Modified duty assignments shall be available only to employees who have suffered an occupational injury or illness and who may return to full duty following a period of recuperation. Such assignments shall be within the sole discretion of the appointing officer. The decision to provide such modified duty and/or the impact of such decisions on the availability of modified duty assignments for occupationally injured employees shall not be subject to grievance or arbitration.

251. An employee's refusal to participate in a Return-to-Work Program may affect benefit eligibility.

252. Employees shall only be compensated for hours worked and may receive supplemental benefits as prescribed by Workers' Compensation laws.

253. An employee shall remain in a modified work assignment for a maximum of sixty (60) days

254. Employee participation in the Return-to-Work Program shall be reviewed every thirty (30) days. Participation in a Return-to-Work may be extended with the agreement of the department and the licensed physician in accordance with Workers' Compensation law.

*ARTICLE III. PAY, HOURS AND BENEFITS*

255. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA) and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.
256. The following terms shall be defined for use in this program as they are in the Civil Service Commission Rules. The terms listed below are provided for informational purposes only and may change. These terms shall not be subject to grievance or arbitration procedures.
1. Occupational Injury or Illness
257. An occupational injury or illness is one that arises out of and occurs in the course of employment as defined by the State of California Labor Code.
2. Temporary Occupational Disability
258. An employee is temporarily disabled for the time following an injury or illness during which the employee:
259. a. is recovering from the effects of the injury/illness; and
260. b. is unable to perform his or her usual and customary job duties as determined by the licensed physician in accordance with Workers' Compensation laws and regulations; and
261. c. is expect to continue to recover or to improve; and
262. d. has not been found to be a "Qualified Injured Worker" as defined by the State of California Labor Code.
3. Modified Work Assignment
263. The term "modified work assignment" is defined as a temporary work assignment provided to an employee who cannot perform his or her usual and customary job duties as a result of an occupational injury or illness. A modified work assignment may be provided when an individual is recuperating from an occupational injury or illness. The assignment must comply with the employee's medical restrictions.
264. Unless specifically addressed herein, those terms and conditions of employment which are set forth in Civil Service Commission Rule 120 - Leave of Absence shall apply to employees covered by this agreement.
265. Denial of Leave of Absence shall be subject to the grievance procedure. Except as so provided, the grievance procedure shall not apply to the provisions of Rule 120.

**Q. DISABILITY LEAVE**

266. An employee who is absent because of an occupational or non-occupational disability (“disability leave”) and who is receiving Workers’ Compensation (Temporary Disability or Vocational Rehabilitation Maintenance Allowance) or State Disability Insurance (“disability indemnity pay”) may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for a regular work schedule. Use of compensatory time requires approval of the employee’s Appointing Officer or designee.
267. Sick leave with pay, compensatory time, or vacation credits shall be used to supplement disability indemnity pay at the minimum rate in units of one tenth (.1) hour.
268. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee’s normal salary unless the employee makes an alternative election as provided in this section.
269. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence.
270. An employee returning from disability leave shall earn sick leave with pay credits at the normal rate and not an accelerated rate.

## ARTICLE IV. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

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

### A. EDUCATION

272. Access to training/educational opportunities will be made available equitably to employees covered by this MOU in order to increase the capacity of an employee to perform his/her job, and to update skills for all electronic, mechanical and new technology.

### B. SPECIAL EDUCATIONAL LEAVE FOR HEALTH PERSONNEL

273. Each regular full-time employee who has served in one of the following enumerated classes which require a valid license or certificate, excluding motor vehicle license, shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes which are necessary to achieve the particular classification's certification or relicensure.

274. Employees referred to below must be employed by the City as regular full time employees for at least ninety (90) continuous calendar days before they are entitled to take such educational leave. It is the intent of the parties that leave pursuant to this provision shall be granted subject only to the reasonable staffing requirements of the department and of granting of such leave, preference shall be given to the employee having the earliest relicensure or recertification date.

2444 Clinical Laboratory Technologist  
2453 Supervising Pharmacist  
2464 Senior Microbiologist  
2496 Radiologic Technologist Supervisor  
6139 Senior Industrial Hygienist  
2462 Microbiologist

### C. TUITION AND TRAINING REIMBURSEMENT FUND

275. The City agrees to allocate three thousand dollars (\$3,000.00) to a Tuition and Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement.

276. If a portion of the allocated funds under either section remains unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year, not to exceed five thousand dollars (\$5,000.00), and shall be available to be expended.



**D. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS**

277. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the amount of the fee for the renewal of such certificate, registration or license, excluding drivers licenses.
278. Upon mutual agreement employees shall be provided reimbursement and related expenses to attend local professional association meetings, conferences, classes, courses, seminars and other programs to maintain certificates, licenses or registrations required by condition of employment.

**E. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS**

279. Subject to the budgetary and fiscal limitations, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

Employees assigned to attend educational programs outside of regular work hours shall be compensated at straight time.

280. All represented classes which require a valid license registration or certificate shall be allowed a maximum of 40 hours of educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes which are necessary to achieve the particular classification's recertification or relicensure.

## ARTICLE V. WORKING CONDITIONS

### A. WORK CLOTHING

- 281. Safety shoes shall be provided to class 6139.
- 282. In the event uniforms are required for any represented class, the City shall provide and maintain such uniforms (including shoes).
- 283. The City shall continue to provide and maintain uniforms for classes 2453, 2444, 2462 and 2464.
- 284. By December 1 of each year, classes 2496 and 2444 shall receive an annual allowance of \$175 for any job related clothing or protective gear required by the employer. Class 7444, parking meter repairer, shall receive an annual allowance of \$175 for the purchase of job related rain gear.
- 285. The City shall continue its practice as administered by the Department of Animal Care and Control of an \$80.00 shoe allowance for classes 3370 and 3372.

### B. TOOL INSURANCE

- 286. The City agrees to indemnify employees covered under this MOU for the loss or destruction of the employee's tools subject to the following conditions:
  - 287. 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.
  - 288. 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.
  - 289. 3. Upon approval of this MOU 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.
  - 290. 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.

*ARTICLE V. WORKING CONDITIONS*

291. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
292. 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.
293. b. The statement must contain the member's location, and details of loss, date of loss and date reported to the police.
294. 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.
295. 6. 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.
296. 7. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00). The City will make its best effort to pay such claims within ninety (90) calendar days.
297. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee or his 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 the 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.

**C. EMPLOYEE ASSISTANCE PROGRAM**

Employee Assistance Program Advisory Committee

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

## ARTICLE VI. HEALTH AND SAFETY

299. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. Adequate staffing shall be considered a safety issue where employees deal directly with animals, i.e. 3320, 3370 and 3372.
300. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.
301. Each department shall have a Health and Safety Committee with a representative from the Union.
302. The Department of Animal Care & Control supports the Union's request for a security guard to be on the premises seven days a week (during regular business hours), and agrees to request the necessary funding for security guard position(s) in the annual budget process.

### Video Display Equipment Working Conditions

303. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.
304. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.
305. 1. Eye Examinations. The City and the Union agree that the subject of eye examinations for employees required to use video display equipment should be referred to the Joint Labor-Management Health & Safety Committee for review.
306. 2. Breaks. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' work.
307. 3. Physical Plant. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

*ARTICLE VI. HEALTH AND SAFETY*

- 308. a. Where necessary, effective glare screens shall be affixed to the front of such machines;
  - 309. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
  - 310. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
  - 311. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.
312. 4. Inspection of Machines. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.
313. 5. Pregnancy. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

Right to Know

314. Material Safety Data sheets shall be available for inspection by employees or their Union representative.

**ARTICLE VII. IMPLEMENTATION AND TERM OF AGREEMENT**

**A. MEET AND CONFER/SCOPE OF AGREEMENT**

315. 1. Except in cases of health and safety emergencies or as otherwise provided in this MOU, the City shall give reasonable written certified notice to the Union of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5 not contained in this agreement. The Union shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
316. In cases of health and safety emergencies when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
317. 2. If the Union does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraph 1 hereof, the Union shall be deemed to have waived its opportunity to meet and confer on the proposed change.
318. 3. If the Union timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Union over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
319. 4. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.
320. 5. This provision is not intended to bar any grievance submitted in accordance with the terms of this MOU.

**B. SAVINGS CLAUSE**

321. Should any part of this Memorandum 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.

**C. DURATION OF AGREEMENT**

322. This Agreement shall be effective July 1, 2001, and shall remain in full force and effect through June 30, 2003.

*ARTICLE VII. IMPLEMENTATION AND TERM OF AGREEMENT*

IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. \_\_\_\_\_ on \_\_\_\_\_, 2001.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

\_\_\_\_\_  
Andrea R. Gourdine  
Director, Human Resource Services

\_\_\_\_\_  
Joe Lanthier  
President

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

\_\_\_\_\_  
Emily Prescott  
Labor Negotiator, Employee Relations Division

APPROVED AS TO FORM:  
LOUISE H. RENNE, CITY ATTORNEY

\_\_\_\_\_  
Linda Ross  
Chief Labor Attorney

*SIDELETTER "A"*

## **SIDELETTER "A"**

### **EMPLOYEES AT SAN FRANCISCO ZOO**

The City agrees to meet with Teamsters, Local 856 and, if possible, the Zoological Society, to discuss the issue of career paths for employees in Classification 3320, Animal Keeper.



**ATTACHMENT A – Compensation Grades****(Fiscal Year 2001-2002)**

Effective Date	Class	Title	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2001	1434	SHELTER SERVICE REPRESENTATIVE	05250	\$1,191	\$1,249	\$1,310	\$1,375	\$1,443
	2444	CLINICAL LABORATORY TECHNOLOGIST	06140	\$1,827	\$1,918	\$2,014	\$2,115	\$2,221
	2453	SUPERVISING PHARMACIST	07325	\$3,256	\$3,418	\$3,589	\$3,769	\$3,957
	2462	MICROBIOLOGIST	06400	\$2,074	\$2,178	\$2,287	\$2,401	\$2,521
	2464	SENIOR MICROBIOLOGIST	06670	\$2,365	\$2,483	\$2,607	\$2,737	\$2,874
	2496	RADIOLOGIC TECHNOLOGIST SUPERVISOR	06425	\$2,099	\$2,204	\$2,314	\$2,430	\$2,551
	3320	ANIMAL KEEPER	05705	\$1,481	\$1,554	\$1,630	\$1,710	\$1,796
	3370	ANIMAL CARE ATTENDANT	05250	\$1,191	\$1,249	\$1,310	\$1,375	\$1,443
	3372	ANIMAL CONTROL OFFICER	05460	\$1,316	\$1,381	\$1,450	\$1,520	\$1,596
	6139	SENIOR INDUSTRIAL HYGIENIST	07095	\$2,910	\$3,056	\$3,208	\$3,369	\$3,537
	7444	PARKING METER REPAIRER	05910	\$1,634	\$1,714	\$1,800	\$1,890	\$1,985
	8322	SENIOR COUNSELOR, JUVENILE HALL	06285	\$1,960	\$2,058	\$2,161	\$2,269	\$2,383
	8323	SENIOR COUNSELOR, BOYS RANCH SCHOOL	06025	\$1,727	\$1,814	\$1,904	\$1,999	\$2,099
	8324	SUPERVISING COUNSELOR, JUVENILE COURT	06385	\$2,058	\$2,161	\$2,269	\$2,383	\$2,502
	1/5/2002	1434	SHELTER SERVICE REPRESENTATIVE	05300	\$1,220	\$1,279	\$1,342	\$1,407
2444		CLINICAL LABORATORY TECHNOLOGIST	06190	\$1,871	\$1,965	\$2,063	\$2,166	\$2,274
2453		SUPERVISING PHARMACIST	07385	\$3,353	\$3,520	\$3,696	\$3,881	\$4,075
2462		MICROBIOLOGIST	06450	\$2,124	\$2,230	\$2,342	\$2,459	\$2,582
2464		SENIOR MICROBIOLOGIST	06720	\$2,424	\$2,545	\$2,672	\$2,806	\$2,946
2496		RADIOLOGIC TECHNOLOGIST SUPERVISOR	06485	\$2,161	\$2,269	\$2,383	\$2,502	\$2,627
3320		ANIMAL KEEPER	05755	\$1,517	\$1,592	\$1,670	\$1,752	\$1,840
3370		ANIMAL CARE ATTENDANT	05300	\$1,220	\$1,279	\$1,342	\$1,407	\$1,477
3372		ANIMAL CONTROL OFFICER	05510	\$1,349	\$1,414	\$1,484	\$1,558	\$1,634
6139		SENIOR INDUSTRIAL HYGIENIST	07145	\$2,983	\$3,132	\$3,289	\$3,453	\$3,626
7444		PARKING METER REPAIRER	05960	\$1,674	\$1,756	\$1,844	\$1,936	\$2,033
8322		SENIOR COUNSELOR, JUVENILE HALL	06335	\$2,009	\$2,110	\$2,215	\$2,326	\$2,442
8323		SENIOR COUNSELOR, BOYS RANCH SCHOOL	06075	\$1,769	\$1,858	\$1,951	\$2,048	\$2,151
8324		SUPERVISING COUNSELOR, JUVENILE COURT	06435	\$2,110	\$2,215	\$2,326	\$2,442	\$2,564

**ATTACHMENT A – Compensation Grades****(Fiscal Year 2002-2003)**

Effective Date	Class	Title	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2002	1434	SHELTER SERVICE REPRESENTATIVE	05450	\$1,310	\$1,375	\$1,443	\$1,513	\$1,588
	2444	CLINICAL LABORATORY TECHNOLOGIST	06240	\$1,918	\$2,014	\$2,115	\$2,221	\$2,332
	2453	SUPERVISING PHARMACIST	07455	\$3,470	\$3,643	\$3,826	\$4,017	\$4,218
	2462	MICROBIOLOGIST	06500	\$2,178	\$2,287	\$2,401	\$2,521	\$2,647
	2464	SENIOR MICROBIOLOGIST	06770	\$2,483	\$2,607	\$2,737	\$2,874	\$3,018
	2496	RADIOLOGIC TECHNOLOGIST SUPERVISOR	06555	\$2,236	\$2,348	\$2,466	\$2,589	\$2,719
	3320	ANIMAL KEEPER	05805	\$1,554	\$1,630	\$1,710	\$1,796	\$1,886
	3370	ANIMAL CARE ATTENDANT	05450	\$1,310	\$1,375	\$1,443	\$1,513	\$1,588
	3372	ANIMAL CONTROL OFFICER	05660	\$1,450	\$1,520	\$1,596	\$1,674	\$1,756
	6139	SENIOR INDUSTRIAL HYGIENIST	07195	\$3,056	\$3,208	\$3,369	\$3,537	\$3,714
	7444	PARKING METER REPAIRER	06010	\$1,714	\$1,800	\$1,890	\$1,985	\$2,084
	8322	SENIOR COUNSELOR, JUVENILE HALL	06385	\$2,058	\$2,161	\$2,269	\$2,383	\$2,502
	8323	SENIOR COUNSELOR, BOYS RANCH SCHOOL	06125	\$1,814	\$1,904	\$1,999	\$2,099	\$2,204
	8324	SUPERVISING COUNSELOR, JUVENILE COURT	06485	\$2,161	\$2,269	\$2,383	\$2,502	\$2,627
	1/4/2003	1434	SHELTER SERVICE REPRESENTATIVE	05500	\$1,342	\$1,407	\$1,477	\$1,550
2444		CLINICAL LABORATORY TECHNOLOGIST	06290	\$1,965	\$2,063	\$2,166	\$2,274	\$2,388
2453		SUPERVISING PHARMACIST	07505	\$3,557	\$3,734	\$3,921	\$4,117	\$4,323
2462		MICROBIOLOGIST	06550	\$2,230	\$2,342	\$2,459	\$2,582	\$2,711
2464		SENIOR MICROBIOLOGIST	06820	\$2,545	\$2,672	\$2,806	\$2,946	\$3,093
2496		RADIOLOGIC TECHNOLOGIST SUPERVISOR	06605	\$2,292	\$2,407	\$2,527	\$2,654	\$2,786
3320		ANIMAL KEEPER	05855	\$1,592	\$1,670	\$1,752	\$1,840	\$1,932
3370		ANIMAL CARE ATTENDANT	05500	\$1,342	\$1,407	\$1,477	\$1,550	\$1,626
3372		ANIMAL CONTROL OFFICER	05710	\$1,484	\$1,558	\$1,634	\$1,714	\$1,800
6139		SENIOR INDUSTRIAL HYGIENIST	07245	\$3,132	\$3,289	\$3,453	\$3,626	\$3,807
7444		PARKING METER REPAIRER	06060	\$1,756	\$1,844	\$1,936	\$2,033	\$2,135
8322		SENIOR COUNSELOR, JUVENILE HALL	06435	\$2,110	\$2,215	\$2,326	\$2,442	\$2,564
8323		SENIOR COUNSELOR, BOYS RANCH SCHOOL	06175	\$1,858	\$1,951	\$2,048	\$2,151	\$2,258
8324		SUPERVISING COUNSELOR, JUVENILE COURT	06535	\$2,215	\$2,326	\$2,442	\$2,564	\$2,693

## APPENDIX A – DEPARTMENTAL MOU PROVISIONS FOR RECREATION AND PARK DEPARTMENT (ZOO)

### SECTION 1. OBJECTIVE OF THE ZOO

The San Francisco Zoological Gardens' Mission Statement approved by the Recreation and Park Commission on 18 July 1991 represents the purpose of the Zoo. The achievement of this mission and goals is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

It is further recognized by the parties to the MOU within their respective roles that the public requires high standards of employee performance and the continual development and implementation of modern and progressive work practices.

### SECTION 2. PAY WARRANTS

Management agrees that time rolls will be submitted on a timely basis to the Payroll-Personnel Services Division of the Controller's Office.

### SECTION 3. LIST OF UNIT EMPLOYEES

Upon written request to the Personnel Director of the Recreation and Park Department, and no more often than quarterly, the department shall furnish the Union with the names and dates of hire of all 3320 Animal Keepers.

### SECTION 4. CHAIN OF COMMAND

The Employer has the authority to delineate the chain of command. The Employer's authority to delineate the chain of command is not grievable.

The chain of command will be provided to all 3320 Animal Keepers. Any changes in the chain of command will be provided in writing with a copy to the Union.

### SECTION 5. SAFETY

The Zoo will implement and maintain an Injury and Illness Prevention Program as required under SB 198. Under this program, a safety committee shall exist on which at least one member shall be an animal keeper. Training shall be provided to each animal keeper and all animal keepers shall be responsible for knowing and complying with the safety procedures of the Zoo.

### SECTION 6. TRAINING

- 6.1 The Employer shall insure training for animal keepers in the performance of their assigned duties. No animal keeper shall be assigned to a work area without appropriate training.
- 6.2 All animal keepers are expected to keep current their training in all areas of their section.
- 6.3 Factors used by management in selecting keepers for training will include, but are not limited to the following:

- a. Employer's needs;
  - b. Keeper's need for training;
  - c. Keeper's potential; and
  - d. Keeper's interest.
- 6.4 The Employer has the right to make the final decision on the training needs of the Zoo, and to select the animal keepers who receive training, and to release keepers on official time for training.
- 6.5 Animal keepers may be permitted, when practicable, to attend work-related seminars, meetings, events, training sessions, and classes.
- 6.6 The Employer and the Union recognize that all animal keepers are responsible for applying reasonable effort, time, and initiative in increasing their potential value to the Zoo through self-development and training. Animal keepers are encouraged to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase the overall professionalism of the Zoo.

#### SECTION 7. SENIORITY

Departmental Seniority is determined by the total length of service as an Animal Keeper at the Zoo provided there is continuous service at the Zoo. Leaves of absence shall not constitute a break in service. Temporary or CETA (Comprehensive Training and Employment Act) appointments in class 3320 shall not be used to determine seniority. Employees who are appointed to another position at the Zoo and return to the position of animal keeper shall regain their original seniority.

In any bidding process within the Zoo where seniority is a factor and City and County of San Francisco employees are in competition with Zoo Society employees, Departmental seniority as defined above plus length of service as a temporary Animal Keeper (including CETA time) will be included in the definition of seniority.

#### SECTION 8. SECTIONS

The Employer, in the best interest of Zoo operations, reserves the right to organize and reorganize the work of the Zoo, to assign personnel qualified to effectively carry out such assignments, to establish and modify days off and to make alternate arrangements where necessary. Animal Keepers shall be responsible for the duties of their primary work assignment (if applicable) and section. The Employer shall develop standards and organize the work within sections.

- 8.1 Whenever operationally feasible, Animal Keeper assignments will be organized into five-day primary work areas and two-day relief assignments. Notwithstanding this normal assignment pattern, the Zoo reserves the right to assign Animal Keepers as needed for training purposes, to meet special project needs, to provide adequate staff coverage, or in unforeseen circumstances. Such reassignments shall not be subject to the grievance procedure unless they extend beyond thirty (30) calendar days.

- 8.1.1. Days Off. Available days off within each section will be set by the Employer and determined by the staffing level needed to perform the required work. Application for a change of days off will be considered on the basis of availability. Disputes over award of days off will be resolved by award to the Animal Keeper with the greatest length of service within the section. The Employer agrees not to unduly restrict availability of weekend days off.
- 8.1.2. Vacation. An annual sign-up for vacation will be held for each section. The maximum number of keepers allowed vacation at the same time will be determined by the needs of the section. The order of the vacation sign-up will be determined by the length of service as an Animal Keeper at the Zoo. All additional paid leave will be awarded on a first come first served basis based on the needs of the section. Scheduled vacations may only be canceled with management approval.
- 8.1.3 Work Assignments. Within each section those Animal Keepers assigned to previously established primary work areas as defined in Attachment B shall continue in such assignments. All other assignments within the section shall be based on abilities and qualifications with seniority as the tie-breaker.
- 8.2 Each section may elect by a two-thirds (2/3) majority of the Animal Keepers assigned to the section to establish either a 4-10 schedule or another alternative schedule with the concurrence of the supervisor provided that such alternative schedule will allow for adequate staff coverage, adequate supervision, is within the authorized budget, and meets the Zoo's public service needs.
- 8.3 New or Modified Sections. When a new section is created or sections are combined, assignments will normally be organized into five-day primary work areas and two-day relief assignments in accordance with the provisions of Section 8.1 above. Assignments to the new or modified section will be posted as sectional vacancies for bidding first to all Animal Keepers who lost some or all of their existing assignment to the new or modified section. The new assignment(s) will be filled on the basis of abilities and qualifications with seniority prevailing where such abilities and qualifications are approximately equal unless the affected Animal Keepers do not possess the requisite abilities and qualifications in which event the Employer will post the assignment for bidding among all current Animal Keepers and if there are no qualified bidders, the Employer may recruit from other sources.

Vacancies. When a vacancy in an established primary work area as defined in Attachment B is to be filled, such vacancy will be posted within the section having such a vacancy for internal bidding for one calendar week and the assignment shall be made on the basis of abilities and qualifications with seniority prevailing where such abilities and qualifications are approximately equal. The vacancy within the section which results from following this procedure will then be posted Zoo-wide. Following the filling of the vacancy described in such Zoo-wide posting, the Employer may fill any vacancy created by this process by either hiring or further posting for bids from among current employees.

The parties recognize that the terms of section 8.3 “New or Modified Sections”/”Vacancies” governs only the assignment and reassignment, to new or modified sections, of those current animal keepers listed on Exhibit G-1 to the agreement between the City and the San Francisco Zoo Society (“SFZS”). The filling of vacancies is governed by the agreement between the City and SFZS which states: “positions of current Civil Service Employees assigned to the Zoo that become vacant for any reason, including but not limited to resignation, termination, reassignment or retirement, shall not be filled by City employees subject to Civil Service provisions.” This provision shall not be subject to grievance.

Daily Work Assignments. Whenever possible, daily work assignments will be pre-scheduled. Supervisors will consider employee preferences and seniority in making daily work assignments; however, the Employer reserves the right to make daily work assignments to effectively carry out Zoo operations.

#### SECTION 9. OVERTIME

Overtime and qualifications of an employee to perform an overtime assignment shall be determined by the Employer. When the use of overtime is necessary for the performance of Animal Keeper duties the assignment shall be determined as follows:

Pre-scheduled overtime, defined as that overtime which is approved twenty-four (24) hours or more in advance, will first be offered to animal keeping staff within the section on a rotation based on length of service within the section. After this, if it is deemed appropriate then the overtime will be offered to all animal keeping staff based on length of service at the Zoo.

9.2 All other overtime will be assigned at the discretion of the Employer.

#### SECTION 10. NON-CITY EMPLOYEES

Inherent within the prudent management of a non-profit institution is the effective use of concerned volunteers. The Employer reserves the right to use volunteers to facilitate or enhance achievement of stated Zoo goals. The Employer agrees that volunteers shall not be used to displace or reduce the hours of regularly scheduled qualified employees but may do work supplemental thereto after written notification to the Union.

#### SECTION 11. UNIFORMS

It is the intent of this provision that employees present a professional appearance and be identifiable to the public as Zoo employees. The Employer shall establish policies regarding the suitability and appearance of uniforms. During the term of this Memorandum of Understanding the Employer will convene a Uniform Policy Labor Management Committee to review the existing uniform policies and provide employee input regarding any policy changes under consideration. The Employer will provide notice to shop stewards of the opening of uniform service contracts and, if requested, review with the Union, the current uniform policies.

Employee may request uniforms of substitute materials if they are allergic to the issued items. Documentation of such condition, such as a physician's statement, may be required by the Employer.

SECTION 12. LABOR MANAGEMENT COMMITTEE (LMC)

1. A Labor Management Committee (LMC) will be created between the parties to consist of a reasonable number of Animal Keepers designated by Local 856 and a similar number of management representatives. This LMC will meet monthly at a time and place to be mutually determined. Training in the effective use of labor management committees will be jointly requested by the parties from the Federal Mediation and Conciliation Service.
2. Within ninety (90) days of the adoption of the Memorandum of Understanding between the parties, the LMC will convene to develop a comprehensive policy on the appropriate use of volunteers for recommended implementation which will clarify the rights and responsibilities of Animal Keepers in their work relationship with assigned volunteers and will include guidelines for each section to consider in determining the appropriate use of volunteers for that section.
3. The LMC will seek to resolve any disputes about job standards which may arise between Animal Keepers and supervisors. The LMC may consider any other issue by mutual agreement.

**ATTACHMENT B  
PRE-EXISTING PRIMARY WORK AREAS (PWA's)**

Primates:

Gorillas - can be designated a PWA if arrangement splitting the PWA between two  
Animal Keepers can be continued.

Triple Grotto

PDC1

PDC2

PDC3

2 2-day relief's

Birds:

Aviary - Bird 1

Penguins - Bird 2

1 2-day relief

Carnivores:

Lions

Bears

1 2-day relief

(FCC if former incumbent returns to employment)

Pachyderms:

Asia

Africa

Asia/Africa

Hoof Stock:

Giraffes

Back String

Koalas

Walkabout

1 2-day relief

Commissary: 2 PWA's; 1 2-day relief



## **APPENDIX B – DEPARTMENTAL MOU PROVISIONS FOR JUVENILE PROBATION DEPARTMENT**

### **SENIOR COUNSELOR POSITIONS**

The Department supports the Union's position that the 8322 Senior Counselor, Juvenile Hall classification and the 8323 Senior Counselor, Log Cabin Ranch classification should be merged into one class, and agrees to submit a request to the Department of Human Resources (DHR) for DHR's consideration.

### **PARKING & TRANSPORTATION DURING JUVENILE HALL CONSTRUCTION**

For the duration of the construction at Juvenile Hall, the Department will maintain discussions with appropriate parties of interest in order to attempt to provide sufficient and secure parking facilities and to investigate alternative modes of transportation for employees at the Juvenile Probation Department. Included in such discussions may be the development of a shuttle service, patrol and escort service, and/or the building of a parking structure.

### **CONSTRUCTION WORKLOAD LABOR-MANAGEMENT COMMITTEE – JUVENILE HALL**

The City shall establish a Joint Labor-Management Committee to discuss workload assignments during demolition of the existing Juvenile Hall facility and construction of a new facility. The Committee shall be comprised of an equal number of representatives appointed by the Union and appointed by the Department. The meetings will be open to Union business agents as observers. Not more than two (2) employees from classification 8322, and not more than one (1) employee from classification 8324 shall be granted release time subject to staffing needs. The Committee shall commence no later than October 1, 2001 and will meet on a monthly basis for four (4) months. At the conclusion of this process, the Committee will present its findings and recommendations regarding workload assignments during demolition and construction to the Chief Probation Officer.

After the initial four month period, for the remainder of construction, this committee shall meet from time to time at the call of either party but no more frequently than once every six (6) weeks for the purpose of further discussion on workload assignments and other issues related to the Juvenile Hall Replacement Project. Either party may request a meeting by submitting a proposed agenda and a proposed time and place of the meeting to the other party. Both parties will make a good faith effort to mutually agree upon a meeting date within two (2) calendar weeks of submission of the agenda. Decisions shall be made by mutual agreement, subject to approval of the Chief Probation Officer.

### **STEPS OF THE GRIEVANCE PROCEDURE: DISCIPLINARY GRIEVANCES**

By mutual written agreement between the Union and the Appointing Officer, the Union may proceed with an appeal directly to the Director of Employee Relations, as set forth in Step 2 of this MOU's Disciplinary Grievance Procedure

**ASSIGNMENT OF OVERTIME AT JUVENILE HALL**

When an overtime assignment must be made, such assignments will be made on a rotational basis by seniority, first to the most senior qualified employees in classification 8324 Supervising Counselor, and then to the most senior qualified employees in classification 8322 Senior Counselor. This provision does not govern in emergency situations.

All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.

Attachment A

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

Teamsters 856 Multi

Effective Date	Class Title	Salary Grade	Biweekly Rate of Pay				
			Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	1434 SHELTER SERVICE REPRESENTATIVE	05250	\$1,191	\$1,249	\$1,310	\$1,375	\$1,443
	2444 CLINICAL LABORATORY TECHNOLOGIST	06140	\$1,827	\$1,918	\$2,014	\$2,115	\$2,221
	2453 SUPERVISING PHARMACIST	07325	\$3,256	\$3,418	\$3,589	\$3,769	\$3,957
	2462 MICROBIOLOGIST	06400	\$2,074	\$2,178	\$2,287	\$2,401	\$2,521
	2464 SENIOR MICROBIOLOGIST	06670	\$2,365	\$2,483	\$2,607	\$2,737	\$2,874
	2496 RADIOLOGIC TECHNOLOGIST SUPERVISOR	06425	\$2,099	\$2,204	\$2,314	\$2,430	\$2,551
	3320 ANIMAL KEEPER	05705	\$1,481	\$1,554	\$1,630	\$1,710	\$1,796
	3370 ANIMAL CARE ATTENDANT	05250	\$1,191	\$1,249	\$1,310	\$1,375	\$1,443
	3372 ANIMAL CONTROL OFFICER	05460	\$1,316	\$1,381	\$1,450	\$1,520	\$1,596
	6139 SENIOR INDUSTRIAL HYGIENIST	07095	\$2,910	\$3,056	\$3,208	\$3,369	\$3,537
	7444 PARKING METER REPAIRER	05910	\$1,634	\$1,714	\$1,800	\$1,890	\$1,985
	8322 SENIOR COUNSELOR, JUVENILE HALL	06285	\$1,960	\$2,058	\$2,161	\$2,269	\$2,383
	8323 SENIOR COUNSELOR, BOYS RANCH SCHOOL	06025	\$1,727	\$1,814	\$1,904	\$1,999	\$2,099
	8324 SUPERVISING COUNSELOR, JUVENILE COURT	06385	\$2,058	\$2,161	\$2,269	\$2,383	\$2,502
1/5/02	1434 SHELTER SERVICE REPRESENTATIVE	05300	\$1,220	\$1,279	\$1,342	\$1,407	\$1,477
	2444 CLINICAL LABORATORY TECHNOLOGIST	06190	\$1,871	\$1,965	\$2,063	\$2,166	\$2,274
	2453 SUPERVISING PHARMACIST	07385	\$3,353	\$3,520	\$3,696	\$3,881	\$4,075
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	2464 SENIOR MICROBIOLOGIST	06720	\$2,424	\$2,545	\$2,672	\$2,806	\$2,946
	2496 RADIOLOGIC TECHNOLOGIST SUPERVISOR	06485	\$2,161	\$2,269	\$2,383	\$2,502	\$2,627
	3320 ANIMAL KEEPER	05755	\$1,517	\$1,592	\$1,670	\$1,752	\$1,840
	3370 ANIMAL CARE ATTENDANT	05300	\$1,220	\$1,279	\$1,342	\$1,407	\$1,477
	3372 ANIMAL CONTROL OFFICER	05510	\$1,349	\$1,414	\$1,484	\$1,558	\$1,634
	6139 SENIOR INDUSTRIAL HYGIENIST	07145	\$2,983	\$3,132	\$3,289	\$3,453	\$3,626
	7444 PARKING METER REPAIRER	05960	\$1,674	\$1,756	\$1,844	\$1,936	\$2,033
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7/1/02	1434 SHELTER SERVICE REPRESENTATIVE	05450	\$1,310	\$1,375	\$1,443	\$1,513	\$1,588
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	3370 ANIMAL CARE ATTENDANT	05450	\$1,310	\$1,375	\$1,443	\$1,513	\$1,588
	3372 ANIMAL CONTROL OFFICER	05660	\$1,450	\$1,520	\$1,596	\$1,674	\$1,756
	6139 SENIOR INDUSTRIAL HYGIENIST	07195	\$3,056	\$3,208	\$3,369	\$3,537	\$3,714
	7444 PARKING METER REPAIRER	06010	\$1,714	\$1,800	\$1,890	\$1,985	\$2,084
	8322 SENIOR COUNSELOR, JUVENILE HALL	06385	\$2,058	\$2,161	\$2,269	\$2,383	\$2,502
	8323 SENIOR COUNSELOR, BOYS RANCH SCHOOL	06125	\$1,814	\$1,904	\$1,999	\$2,099	\$2,204
	8324 SUPERVISING COUNSELOR, JUVENILE COURT	06485	\$2,161	\$2,269	\$2,383	\$2,502	\$2,627
1/4/03	1434 SHELTER SERVICE REPRESENTATIVE	05500	\$1,342	\$1,407	\$1,477	\$1,550	\$1,626
	2444 CLINICAL LABORATORY TECHNOLOGIST	06290	\$1,965	\$2,063	\$2,166	\$2,274	\$2,388
	2453 SUPERVISING PHARMACIST	07505	\$3,557	\$3,734	\$3,921	\$4,117	\$4,323

2001-2003 Memorandum of Understanding  
City and County of San Francisco and  
Teamsters 856 Multi

5/21/01