MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

OPERATING ENGINEERS LOCAL UNION NO. 3

OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

JULY 1, ~~2012~~ 2014- JUNE 30, ~~2014~~ 2017

~~Revised Per Amendment #1~~

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ARTICLE I – REPRESENTATION

1. This Collective Bargaining Agreement (hereinafter "Agreement") is entered by the City and County of San Francisco (hereinafter "City") acting through its designated representatives and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers AFL-CIO (hereinafter "Union").

2. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

I.A. RECOGNITION

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

Unit 1

7108 Heavy Equipment Operations Assistant Supervisor
7110 Mobile Equipment Assistant Supervisor
7208 Heavy Equipment Operations Supervisor
7210 Mobile Equipment Supervisor
7221 Asphalt Plant Supervisor I
7328 Operating Engineer, Universal
7370 Rigger
7424 Dryer-Mixer Operator
9331 Piledriver Engine Operator

4. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to new bargaining units, added by affiliations or service agreements. Upon request of the Union, the City will meet and confer concerning proposed changes to bargaining units.

I.B. INTENT

5. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until formally adopted by the Board of Supervisors in accordance with procedures, terms and provisions of the Charter applicable thereto. The provisions of this Agreement shall not become binding until ratified by the Union. Moreover, it is the intent of the Mayor acting on behalf of the City to bind the City and its departments with respect to the wages, hours and other terms and conditions of employment herein.

6. Each existing ordinance, resolution, rule or regulation over which the Mayor has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this Agreement, shall be deemed incorporated in this Agreement in its changed or modified form from the effective date of this Agreement to and including the date of expiration thereof.

I.C. NO STRIKE PROVISION

7. The Union and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, or slowdown. The Union and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other union. The City agrees during the term of this agreement not to conduct a lockout against any of the employees covered by this Agreement.

I.D. MANAGEMENT RIGHTS

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

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

I.E. GRIEVANCE PROCEDURES

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

11. 2. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional departmental or City rules, policies or procedures subject to the scope of bargaining.

A grievance does not include the following:

12. a. All civil service rules excluded pursuant to Charter Section A8.409.

13. b. 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. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.

15. In the event that one or more unfavorable performance evaluations are used as evidence in disciplinary proceedings against the employee, such evaluations shall be subject to the grievance procedure.

16. c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand.

17. 3. Time Limits - The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

4. Steps of the Procedure

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

19. (1) A grievance affecting more than one employee shall be filed with the management official having authority over all employees affected by the grievance. 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.

20. (2) A grievance arising from a final disciplinary decision shall be initiated at the Arbitration Step of this grievance procedure. Such grievance may only be filed by the Union.

21. b. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but, in no case, later than twenty (20) working 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. The grievant may have a Union representative present.

22. If the grievance is not resolved within five (5) working 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 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. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

23. c. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer, in writing, within ten (10) working days of receipt of the Step 1 answer. The Appointing Officer may convene a meeting within ten (10) working days with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.

24. d. Step 3: ~~A grievant~~ **If the Union is** dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 2 answer. The Director may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

25. e. Arbitration: If the Union is dissatisfied with the Step 3 answer, it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 3rd Step decision that arbitration is being invoked.

5. Selection of the Arbitrator

26. a. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Services.

27. b. ~~The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days.~~ **The City and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of the union's receipt of ERD's letter acknowledging the Union's letter moving the matter to arbitration.** In the event the parties fail to agree, the arbitrator will be

selected by alternate striking from the list supplied by the State Mediation and Conciliation Services.

28. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.

29. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.

30. e. Upon mutual agreement between the City and the Union, expedited arbitration may be used to hear appeals of all disciplinary actions short of termination.

Discipline/Discharge Grievances

6. Steps of the Procedure (Disciplinary Grievances)

31. a. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion. This section shall not apply to exempt employees.

32. b. With the exception of exempt employees, suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees who have served the equivalent of a probationary period shall be subject to the following procedure:

33. 1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.

34. 2) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.

35. 3) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employer's statements. The employee's representative shall receive a copy of this decision.

36. Disciplinary action, as defined herein, may be appealed to the Employee Relations Director. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and ~~issue a final City decision~~ **respond in writing** no later than fifteen (15) days following receipt of the appeal.

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

38. a. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Services.

39. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator will be selected by alternate striking from the list supplied by the State Mediation and Conciliation Services.

40. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.

41. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties, costs of the parties transcripts and representation shall be borne by each party.

7. Authority of the Arbitrator

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

8. Fees and Expenses of Arbitration

43. 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.

9. Hearing Dates and Date of Award

44. Except for the expedited procedure described above, hearing shall be scheduled within thirty (30) working days of selection of an arbitrator. Awards shall be due within thirty (30) working 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.

45. 10. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith to justify a greater entitlement.

46. 11. 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.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

47. 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 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.

48. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

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

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

2. Stewards

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

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

53. c. Upon notification of an appropriate 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.

54. 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 to assist in the grievance procedure.

55. 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, to interview an employee during the employee's duty time.

56. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

I.G. UNION SECURITY

1. Authorization for Deductions

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

2. Dues Deduction

58. 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, One South Van Ness Ave., 8th Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

I.H. AGENCY SHOP

1. Application

59. 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.

2. Implementation

60. An agency shop shall be implemented within representation units or subunits when:

a. Election

61. 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 implementation of an agency shop, or

b. 2/3 Membership

62. The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or

c. New Employees

63. 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.

3. Service Fee

64. 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.

4. Financial Reporting

65. 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.

5. Religious Exemption

66. Any employee of the City in a classification described herein who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of 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.

6. Payroll Deductions

67. 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 (b) and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in (a) thereof, and each pay period thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the City will promptly pay over to the Union all sums withheld for membership or service fees.

7. Revocation of the Agency Shop Fee

68. The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

8. Indemnification

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

9. Hudson Compliance

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

10. Employee Lists

71. The City shall also provide 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.

I.I. APPRENTICESHIP PROGRAM

72. The specific provisions of an apprenticeship program shall be subject to agreement between the City and the Union.

I.J. UNION ACCESS

72a. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by the department and the union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

72b. Union representatives shall also have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms), and to hallways in order to reach non-work areas, to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.

72c. Union representatives must identify themselves upon arrival at a City department. Union representatives may use department meeting space with a reasonable amount of notice, subject to availability.

72d. In work units where the work is of a confidential nature and in which the department requires it of other non-employees, a department may require that

union representatives be escorted by a department representative when in areas where said confidential work is taking place.

72e. Nothing herein is intended to disturb written existing departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. PROBATIONARY PERIOD

73. The probationary periods, as defined and administered by the Civil Service Commission for new appointees, shall be 2080 hours.

74. The probationary period for a promotive appointment shall be 1040 hours.

75. The probationary period for any other appointment type (e.g. bumping, transfers) shall be 520 hours. If the employee is returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.

76. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided, however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission.

77. A probationary period may be extended by mutual agreement, in writing, between the ~~Union and the City~~ **employee and the Appointing Officer or designee**.

II.B. PERSONNEL FILES

78. Formal reprimands will not be considered for purposes of promotions, transfer, special assignments, or discipline for future infractions after the employee has maintained a record without discipline for a period of two (2) years. Suspensions will not be considered for purposes of promotion, transfer, or special assignments after the employee has maintained a record without discipline for a period of four (4) years. Upon request of an employee, in writing, counseling letters and reprimands shall be removed from the employee's personnel file if there has been no discipline in the preceding two (2) year period.

79. The above provision shall not apply to records or disciplinary actions based on the misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a crime; acts which present an immediate danger to the public health and safety; workplace violence; or mistreatment of persons including retaliation or harassment or discrimination of other persons based on a protected class status. In such cases, the Appointing Officer or designee may consider an employee's request for removal on a case-by-case basis.

II.C. PERFORMANCE APPRAISALS

80. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisal, including documents attached to the appraisals, shall be placed in the employees official personnel file, and shall be removed only upon written authorization of the appointing officer.

II.D. VACATION

81. Vacations will be administered pursuant to the Administrative Code, Article II, Section 16.10 through 16.16 and is incorporated herein by reference.

II.E. SENIORITY

82. Seniority shall be defined as the length of continuous permanent service within the departmental operational unit defined by Management (Airport, Port, Parks and Recreation, Public Works: Sewer Repair, Street Repair, PUC: Water - Water Supply Division, City Distribution Division, Hetch Hetchy - Moccasin and MUNI).

83. In case of a tie in seniority, ranking from the eligible list shall prevail.

84. Overtime assignments shall be distributed on an equitable basis by seniority to qualified employees who wish to participate. Overtime distribution shall be distributed according to a posted operational unit "overtime wheel." An employee who refuses his/her overtime assignment as determined by the overtime wheel shall have all such hours refused counted as hours worked for the purpose of overtime distribution.

85. There shall be an annual bidding by seniority for shift schedules. The date of the annual bidding process will be established by each department.

86. Shift assignments shall be offered on a voluntary basis within the operational unit according to seniority starting with the qualified senior employee.

II.F. REQUESTS FOR REASSIGNMENTS

87. Vacant permanent positions within a department will be posted for a minimum of five (5) working days **on official bulletin boards in locations where employees regularly work.**

88. Consideration will be given to employees requesting a reassignment based on seniority, merit, and qualifications as determined by management.

II.G. ~~TRAVEL EXPENSES~~ MEALS AT CAMP MATHER AND HETCH HETCHY-MOCCASIN

89. ~~No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 shall receive a one-time lump sum~~

~~payment equal to the amount of Travel Expense pay they received in Fiscal Year 2011-2012.~~ **When an employee is assigned to work at a remote location, the City shall provide the represented employee with meals, or pay the employee the current per diem rate for the meals. If the represented employee is scheduled to work when a full PUC crew is not present, the City will provide the per diem rate.**

II.H. EQUIPMENT MAINTENANCE

90. 1. Employees covered by this Agreement shall be granted sufficient time to perform routine maintenance on equipment. Such time, if any is necessary, shall be determined by an appropriate departmental supervisor.

91. 2. Records of equipment deficiencies shall not be placed in an employee's personnel file. However, records of equipment deficiencies which are used as documentation for disciplinary action may be placed in the personnel file.

II.I. SUBCONTRACTING

1. "Prop J." Contracts

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

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

94. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:

95. 1) possible alternatives to contracting or subcontracting;
96. 2) questions regarding current and intended levels of service;
97. 3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
98. 4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
99. 5) questions relating to the effect on individual worker productivity by providing labor saving devices;

100. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of

Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Advance Notice on Personal Services Contracts

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

102. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the Union's receipt of the Department's notice.

103. c. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

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

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

3. Advance Notice To Employee Organizations Of The Construction/Maintenance Or Job Order Contracts

106. a. At the time the City issues an invitation for a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building Trades Council of any construction/maintenance

or job order contract(s), where such services could potentially be performed by represented classifications.

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

108. c. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract and/or task order/work order, the employee organization must make its request to the appropriate department within ten calendar days after the receipt of the department's notice. The parties shall meet and discuss, within ten calendar days of receipt of request to meet and discuss, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

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

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

II.J. MINIMUM NOTICE FOR DISPLACEMENTS

111. ~~For Fiscal Years 2012-2013 and 2013-2014 only, t~~**T**he City will provide ten (10) business days' notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

II.K. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

112. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In

addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

113. Represented employees will receive the following base wage increases:

~~Effective July 1, 2013: 1%~~

~~Effective January 4, 2014: 1%~~

~~Effective March 29, 2014: 1%~~

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

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

III.B. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

115. A normal workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A normal work week is a tour of duty on each of five (5) consecutive days from Monday through Friday. Any work performed on Saturdays, Sundays holidays or before the regular scheduled daily starting time or after eight (8) hours of work shall be paid for at the rate of time and one-half. Employees covered by this Agreement shall be entitled to a minimum of 14 calendar days' notice if assigned to a different shift. Such changes will take place following completion of the employee's normal work week.

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

eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

117. a. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

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

c. Exceptions:

119. 1) Specially funded training programs approved by the Department of Human Resources.

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

121. 3) Voluntary Reduced Work Week - Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

122. 4) Voluntary Time off Program - The mandatory furlough provisions of CSC Rules shall not apply to covered employees.

123. 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.

124. 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 of Use of Paid Time Off While On Voluntary Time Off

125. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.

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

127. 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.

2. PART-TIME WORK SCHEDULE

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

III.C. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

1. NORMAL WORK SCHEDULE

129. Compensation fixed herein on a per diem basis are for a normal eight hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.

2. PART-TIME WORK SCHEDULES

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

III.D. ADDITIONAL COMPENSATION

131. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

1. NIGHT DUTY

132. Employees shall be paid a premium of 10% of the straight time hourly base rate of pay for each hour regularly assigned between 5:00 P.M. and 7:00 A.M., if the employee works at least one (1) hour of his/her regularly scheduled shift between 5:00 P.M. and 7:00 A.M., excepting those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 P.M. and 7:00 A.M. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 P.M. and 7:00 A.M.

2. CALL BACK

133. Employees in classes represented by the Union called back after the completion of a regular shift or work week shall receive overtime, if otherwise applicable, and a night duty premium of 10% more than the base rate for hours worked in a shift between 5:00pm and 7:00am.

134. Employees, except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

3. STANDBY PAY

135. a. Employees (except those working at the Public Utilities Commission) who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service

when outfitted by the department with a cell phone or another type of electronic communication device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid for hours actually worked, computed to the nearest one-quarter (1/4) hour, while engaged in such emergency service the usual rate of pay for such service.

136. The provisions authorizing standby pay do not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act.

b. STANDBY PAY FOR EMPLOYEES OF THE PUBLIC UTILITIES COMMISSION ONLY

137. Employees of the Public Utilities Commission ("PUC") who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid for hours actually worked, computed to the nearest one-quarter (1/4) hour, while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties which are primarily administrative in nature.

4. LEAD PERSON PAY

138. Employees **in non-supervisory classifications** ~~in the classification of 7328 Operating Engineer, Universal~~ shall be entitled to a $10.00 per day premium as follows:

139. a. When designated in writing by their supervisor or foreman ~~to plan, design, sketch, layout, detail, estimate, or order material for a minimum of four (4) hours~~; and,

140. b. When at least ~~two~~ **three** ~~7328 Operating Engineers, Universal~~ **employees** are assigned on any job and are not under the direction of a crew supervisor on site.

141. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay

5. ACTING ASSIGNMENT PAY

142. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the eleventh (11^{th}) consecutive work day of such an assignment, after which acting assignment shall be retroactive to the first (1st) day of the assignment.

143. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

6. SUPERVISORY DIFFERENTIAL ADJUSTMENT

144. a. The Appointing Officer is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

145. b. 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.

146. c. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

147. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

148. e. The salary grade of the supervisor is less than one full step (approximately 5%) over salary grade, exclusive of extra pay, of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.

149. f. The adjustment of the salary grade of the supervisor shall be to the nearest salary grade representing, but not exceeding, one full step (approximately 5%) over the salary grade, exclusive of extra pay, of the employee supervised.

150. g. If the application of this Section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount $1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under the above paragraph are also met.

151. h. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

152. i. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.

153. j. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%)

154. k. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.

155. l. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content of subordinate work and possesses education and/or experience appropriate to the technical assignment.

7. UNDERWATER DIVING PAY

156. Represented employees shall be paid $15.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving.

8. CRANE CERTIFICATION PREMIUM

157. Effective July 1, 2006, employees required to possess a crane certification (over 25 feet or 15,000 pounds) shall receive a two **and a quarter** percent (2.**25**%) premium for all hours paid while in possession of the certification.

9. CERTIFICATION REIMBURSEMENT

157a. **When the City and County of San Francisco or the State requires that employees working in classifications represented by the Operating Engineers, Local 3 to possess a certificate, the City shall reimburse said employee for any fee involved in the issuance or renewal of said certificate. Employees shall suffer no loss in pay for time spent taking qualifying examinations for said certificate. Drivers' licenses are not covered by the provisions of this section.**

~~9~~1**0**. MTA PERFORMANCE/ATTENDANCE INCENTIVE PAY

158. ~~Consistent with Charter Section 8A.100, the Municipal Transportation Agency (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals.~~ **No later than the first pay period after September 1, 2014, active represented employees who received MTA Performance / Attendance Incentive Pay in Fiscal Year 2013-2014 shall receive a one-time lump sum of fifteen hundred dollars ($1,500).**

159. ~~The MTA Performance and Attendance Incentive Programs apply only to employees in "service-critical" classes at MTA.~~

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

161. ~~Goal percentage requirements and effective dates for Performance Incentives are updated July of each year. Information regarding the goals and effective dates shall be published and posted on the MTA website. Information on qualifying periods, rewards and/or compensation for Attendance Incentives shall also be posted on the MTA website and/or shall be made available in hard copy upon request of the Union.~~

III.E. OVERTIME – COMPENSATION

162. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

163. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.

164. For purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. However, the five day look back requirement shall not apply to mandatory emergency overtime assignments.

165. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.

166. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half.

167. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.

168. 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. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.

168a. A Non-"Z" classified employee who is appointed to a position in another department shall have his or her entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.

168b. A Non-"Z" classified employee who is appointed to a position in a higher, Non-"Z" or designated classification or who is appointed to a position in a "Z" designated classification shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.

III.F. HOLIDAYS AND HOLIDAY PAY

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

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

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

171. In addition, included shall be 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.

1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

172. Employees who have established initial eligibility for floating days off and who 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.

2. HOLIDAYS THAT FALL ON A SATURDAY

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

3. IN-LIEU HOLIDAYS

174. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

175. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.

176. A holiday can be carried over into the next fiscal year with the approval of the appointing officer. If an appointing officer fails to schedule an in-lieu holiday as provided in Section 2 herein, the holiday credit shall be carried over to the next fiscal year.

4. HOLIDAY COMPENSATION FOR TIME WORKED

177. 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 additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

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

5. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

6. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

180. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

7. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

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

182. 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.

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

8. FLOATING HOLIDAYS

184. 1. Five floating days off in each fiscal year may 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, intermittent or seasonal basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. No compensation of any kind shall be earned or granted for floating days off not taken off.

185. 2. ~~In Fiscal Year 2012-2013, employees shall receive a one-time award of two (2) floating holidays, which shall be administered in the same manner as the floating holidays in the paragraph above.~~

III.G. TIME OFF FOR VOTING

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

III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

187. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

188. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

189. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly salary grade and shall not be above the maximum of the salary range of the promotive class.

190. c. If the appointment deemed promotive described in above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive.

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

2. NON-PROMOTIVE APPOINTMENT

192. An employee or officer who is a permanent appointee following completion of the probationary period or six months of service, and who 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. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. REAPPOINTMENT WITHIN SIX MONTHS

193. 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.

4. COMPENSATION ADJUSTMENTS

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

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

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

III.I. METHODS OF CALCULATION

1. BI-WEEKLY

197. 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.

2. PER DIEM OR HOURLY

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

III.J. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

199. 1. 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.

200. 2. The payment of sick leave pursuant to Rules of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

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

III.K. SICK LEAVE WITH PAY LIMITATION

202. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits pursuant to Civil Service Rules. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

III.L. WORKERS COMPENSATION

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

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

III.M. HEALTH AND WELFARE

1. EMPLOYEE HEALTH CARE

205. The City agrees to continue to contribute the applicable rate per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the Charter.

~~a. Health Coverage Effective Through December 31, 2013~~

~~1) SINGLE EMPLOYEES~~

206. ~~From July 1, 2012 to December 31, 2013, for "medically single employees" (Employee Only), (i.e., benefited employees not receiving contributions paid by the City for dependent health care benefits), the City shall contribute all of the premium for the employee's own health care benefit coverage.~~

~~2) DEPENDENT HEALTH CARE~~

207. ~~From July 1, 2012 through December 31, 2013, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute up to $225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds $225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.~~

~~b~~**a**. Health Coverage Effective January 1, 2014 Through December 31, 2014

1) SINGLE EMPLOYEES

208. Effective January 1, 2014 through December 31, 2014, for "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.

209. For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of

the premium for the second highest cost plan; and (b) one hundred percent (100%) of the premium for the highest cost plan.

2) DEPENDENT HEALTH CARE

210. Effective January 1, 2014 through December 31, 2014, the City shall contribute up to $225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds $225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium charged to the employee plus two or more dependents category.

~~c~~**b**. Health Coverage Effective January 1, 2015

211. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

1) Employee Only:

212. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

2) Employee Plus One:

213. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

214. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

215. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

216. For purposes of this agreement, and any resulting agreements under paragraph 218, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

~~d~~**c**. Medically Single Employees Outside of Health Coverage Areas

217. The provisions in paragraphs 208**,** 209 and 212 above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such "medically single employees" (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

~~e~~**d**. Agreement Not to Renegotiate Contributions in 2014

218. The terms described in paragraphs 211 through 216 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

~~f~~**e**. Other Terms Negotiable

219. While the parties have agreed in paragraph 218 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

~~g~~**f**. Other Agreements

220. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.

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

2 DENTAL COVERAGE

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

223. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: $5/month for employee-only, $10/month for employee + 1 dependent, or $15/month for employee + 2 or more dependents.

3. CONTRIBUTIONS WHILE ON UNPAID LEAVE

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

III.N. RETIREMENT

225. Represented employees agree to pay their own employee retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the total employee retirement contribution to SFERS.

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

227. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

~~Retirement Restoration~~

228. ~~For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the furloughs in Fiscal Years 2010-2011 or 2011-2012 described in Section III.A. of the parties' 2010-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the furloughs described in Section III.A. of that Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period).~~

Retirement Seminar Release Time

229. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

230. 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.

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

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

III.O. FAIR LABOR STANDARDS ACT

233. City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act.

234. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

III.P. PRE-TAX CAFETERIA 125 PLANS

235. The City agrees to maintain the provisions and coverages of the Pre-Tax Cafeteria Plan.

III.Q. VOLUNTEER/PARENTAL RELEASE TIME

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

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

III.R. VESTED LEAVE CASHOUTS

238. ~~Cashouts of vested sick leave upon separation are made pursuant to Charter Section A8.363.~~

239. Cashouts of vested vacation leave upon separation are made pursuant to Administrative Code 16.13.

III.S. SICK LEAVE ORDINANCE

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

III.T. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM

240a. The San Francisco International Airport will implement a pilot program to encourage employees to use mass transportation to commute to and from SFIA work locations. Under the Airport Employee Transit Pilot Program, the SFIA is authorized to provide incentives consistent with Internal Revenue Code 132(a)(5) for the purpose stated above. This pilot program will be evaluated 12 months after implementation to determine whether it shall be continued. The Union waives all meet-and-confer on this pilot program. This program is not subject to the grievance procedure.

ARTICLE IV - HEALTH, SAFETY AND TRAINING

IV.A. EQUIPMENT FAMILIARIZATION

241. An Appointing Officer or designee will consult with a designated non-supervisory bargaining unit member regarding the specifications of new equipment to be purchased for operation by covered members.

242. The signatory departments agree that departmental training familiarizing unit employees on new or dissimilar replacement equipment operated by 7328 Operating Engineer, Universal, is in the interests of efficient and effective delivery of municipal services, and further agree to implement such training familiarization in a reasonable, equitable and non-arbitrary manner within the first year of receipt of equipment.

IV.B. HEALTH AND SAFETY

243. The City acknowledges its responsibility to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions. Employee concerns regarding safety should be brought to the attention of his/her immediate supervisor for appropriate corrective action. For any excavation, the City shall make every effort to have the location of all underground lines (utilities) marked before digging. On any emergency excavation, priority calls shall be made to all utilities prior to digging. No employee covered under this Agreement shall suffer any adverse action for bringing forth safety concerns to his/her immediate supervisor.

IV.C. CLASS 7328: EQUIPMENT OPERATION

244. Operation of such equipment as was enumerated under Class 7328 in the 1992-93 Salary Standardization Ordinance (is incorporated herein by reference) shall be performed by members of the bargaining unit. No part of the above shall be construed in any manner which interferes with the transport of vehicles, the movement of vehicles by mechanics, equipment managers or other appropriate personnel for the purposes of transport, repair, inspection, response to emergencies or other unusual circumstances as defined herein. The parties agree to meet regarding the establishment of exceptions. Should jurisdictional disputes arise, the parties agree to meet with all affected parties for the purpose of resolution. Nothing in this section shall conflict with charter provisions or Civil Service Commission**'**s rules.

IV.D. PAPERLESS PAY POLICY

244a. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.

244b. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksite computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.

244c. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

244d. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.

244e. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the pay card option, or vice versa;
3. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced;

244f. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

244g. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

244h. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

244i. The parties mutually agree that employees may print out pay advices during work hours.

IV.E. BARGAINING UNIT WORK

244j. The City agrees that it will not assign work currently performed by employees under this Agreement to City employees in other bargaining units.

ARTICLE V - WORKING CONDITIONS

V.A. SAFETY EQUIPMENT

245. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

V.B. PROTECTIVE CLOTHING

246. The City will provide coveralls, foul weather gear, and hazardous materials protection gear for non-supervisory classes which operate equipment, as needed.

V.C. PROTECTIVE CLOTHING (Class 9331 Piledriver Engine Operator)

247. The City agrees to provide coveralls, foul weather gear, protective leather gloves, goggles, safety glasses, hardhats, earplugs and work vests, for employees in the classification of 9331 Piledriver Engine Operator.

ARTICLE VI – SCOPE

248. The parties recognize that re-codifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2003.

VI.A. SAVINGS CLAUSE

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

VI.B. ZIPPER CLAUSE

250. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

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

VI.C. DURATION OF AGREEMENT

252. This Agreement shall be effective July 1, ~~2012~~ **2014** and shall remain in full force and effect through June 30, ~~2014~~ **2017**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, ~~2012~~ **2014**.

FOR THE CITY

_____

Micki Callahan Date
Human Resources Director

_____

Martin Gran Date
Employee Relations Director

_____

Shana Dines Date
Chief Negotiator

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

_____

Elizabeth Salveson Date
Chief Labor Attorney

FOR THE UNION

_____

Dave Gossman Date
Operating Engineers, Local 3

APPENDIX A:

PAST PRACTICE ENUMERATIONS

The parties agree to amend the Collective Bargaining Agreement ("CBA") by appending the following list of past practices thereto pursuant to Section VI.C. of the CBA.

Attendance

All departments will continue their current sick leave call-in requirement to call in sick during specific periods with a specific excuse.

Meal and Break Periods

The unpaid meal period shall be thirty (30) minutes. If a represented employee does not receive this thirty (30) minute meal period, he/she may be relieved at the end of eight (8) hours. If the employee's work day is not shortened (ie: if he/she works eight and one-half (8½) hours), he/she shall be compensated under the CBA for one-half (½) hour at time-and-a half (ie: paid for 45 minutes).

Two 10 (ten) minute breaks shall continue to be provided for each full-time shift.

Requests for Paid Time Off

Each Department will maintain their current requirement of represented employees to request paid time off either three (3) or five (5) days in advance of the date of requested paid time off (ie: vacation, floating holidays, and in-lieu days) as currently established in each City department. If the notice is timely and operational staffing requirements are covered, the employee will be granted the requested paid time off. Paid time off will be granted according to seniority.

License Renewal and Medical Examinations

Covered employees will be given paid time off for license renewals and medical examinations that are required as a condition of employment.

Parking

Assigned parking will be provided at work locations where it is currently provided as available. In addition, SFGH parking agreement is included as attached. Effective 7/1/2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.

Employee Facilities

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

Clean-up

Each covered employee shall be provided with the appropriate amount of time to cleanup after contact with poison ivy and any other hazardous materials.

Safety Equipment

Safety equipment will continue to be provided free of cost to the covered employee.

Tools

The City will continue to provide all required tools.