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Agreement between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians (IATSE), Local 16, AFL-CIO and the City and County of San Francisco, 2001-2003

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International Alliance of Theatrical Stage Employees and Moving Picture Technicians (IATSE), Local 16, AFL-CIO

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Union IATSE (International Alliance of Theatrical Stage Employees and Moving Picture Technicians)
AFL-CIO

Local Local 16

| Occupations Represented |
|-------------------------|
| Electricians |
| |

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTIST AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA,
LOCAL 16**

JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I: REPRESENTATION

I.A. RECOGNITION

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

7377 Stage Electrician

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

I.B. MANAGEMENT RIGHTS

3. 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.
4. The City shall also have the right to determine the mission of its constituent departments, officers, board 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.

I.C. NO WORK STOPPAGES

5. During the period of this Agreement, Union agrees that its members will not engage in any strike or stoppage of work and the Employer agrees to not engage in any lockout of any employees covered by this agreement.

I.D. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives
6. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should

arise where the Union believes that more than a total of five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

7. 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.
8. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
9. 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.
10. a. The Union shall at least annually furnish the City with an accurate written list of stewards and alternate stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. The City will only recognize a shop_steward officially designated in writing by the Union.
11. b. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
12. c. Upon notification of a designated management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.
13. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
14. d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule

(intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the employee for purposes of representation.

15. e. Stewards shall not interfere with the work of any employee. It shall constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, or a disciplinary action, to interview an employee during the employee's duty time.

I.E. UNION SECURITY

1. Authorization for Deductions

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

2. Dues Deductions

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

I.F. AGENCY SHOP

1. Application

18. 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

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

a. Election

20. b. The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or

b. 2/3 Membership

c.

21. 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

22. 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

23. 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

24. 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

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

26. 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. Employee Lists

27. a. The City shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
28. b. A list of all employees including those newly hired into the unit in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

29. 8. Indemnification

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

30. 9. Hudson Compliance

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

I.G. GRIEVANCE PROCEDURE

31. 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.
32. 2. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

A grievance does not include the following:

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

34. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.
3. Time Limits
35. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day", including weekends and holidays.
4. Steps of the Procedure - Non Discipline
36. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.
37. i. A grievance affecting more than one employee shall be filed with the appointing officer or designee. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
38. ii. The grievant may have a Union representative present at all steps of the grievance procedure.
39. b. Step 1:
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than thirty (30) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
40. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the 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 ten (10) days following receipt of the written grievance.

41. c. Step 2:
A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within ten (10) days of receipt of the Step 1 answer. The intermediate supervisor may convene a meeting or respond in writing within twenty (20) days of receipt of the grievance. If a meeting is held the intermediate supervisor shall respond in writing within twenty (20) days.
 42. d. Step 3:
A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee may convene a meeting within twenty (20) days with the grievant and/or the grievant's Union representative. The Appointing Officer or designee shall respond in writing within twenty (20) days of the hearing or receipt of the grievance, whichever is later.
 43. e. Step 4:
A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within twenty (20) days of receipt of the Step 3 answer. The Director may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
 44. f. Arbitration:
If the Union is dissatisfied with the Step 4 answer it may invoke arbitration by notifying the Director of Employee Relations in writing, within twenty (20) days of the 4th Step decision.
5. Selection of the Arbitrator
45. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within five (5) working days, or any extension of time mutually agreed upon, the parties shall request that

the American Arbitration Association (AAA) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name which remains shall be the arbitrator designated to hear the particular matter.

46. b. The parties may, by mutual agreement, agree to alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the AAA.

6. Steps of the Procedure (Disciplinary Grievances)

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

48. a. Step 1.
The grievant and/or the union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) days following receipt of the appeal.

49. b. Step 2.
The union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days. The Director may convene a grievance meeting within twenty (20) days with the grievant and the grievant's union. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or if none is held within twenty (20) of receipt of the appeal.

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

51. d. Selection of the Arbitrator shall be as in Section 5 above.

7. Authority of the Arbitrator

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

8. Fees and Expenses of Arbitrator
53. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties.
9. Hearing Dates and Date of Award
54. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
55. 10. Any claim for monetary relief shall not extend more than thirty (30) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
56. 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.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

57. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. Discrimination as used herein shall mean discrimination or harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866, and any other laws and regulations relating to employment discrimination-
58. A complaint of discrimination may, at the employee's option, be processed through the City's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by this Agreement.

II.B. AMERICANS WITH DISABILITIES ACT

59. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the American's with Disabilities Act, the Fair Employment and Housing Act and all other applicable Federal, State and local disability anti-discrimination. The parties further agree that this Agreement shall be interpreted, administered and in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply therewith.

II.C. PROBATIONARY PERIOD

60. All permanent appointees shall serve a minimum of a six month probationary period, as defined and administered by the Civil Service Commission.
61. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

II.D. RIGHT TO PRIVACY

62. Employees shall have no expectation of privacy with regard to City property including but not limited to desks, lockers, computers, voicemail, communication devices and vehicles.

II.E. SICK LEAVE

63. Requests for sick leave in excess of forty (40) consecutive hours shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science practitioner, or licensed doctor of chiropractic. Verification of sick leave for less than forty (40) hours may be required at the sole discretion of the Appointing Officer or his/ her designee.

II.F. SUBCONTRACTING

1. "Prop J" Contracts

64. 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.
65. 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.
66. 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,
67. (1) possible alternatives to contracting or subcontracting;
68. (2) questions regarding current and intended levels of service;
- (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
69. (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
70. (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
71. 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. Personal Services Contracts

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

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

75. Base wages shall be increased as follows:

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

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

77. Wage rates are set forth in Attachment A.

III.B. MAINTENANCE AND CHARGES

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

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

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

80. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty hour-a-week employees.

81. 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.

82. 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.
83. 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:
84. (1) The 20-20 Educational Program.
85. (2) Specially funded training programs approved by the Department of Human Resources.
86. (3). 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.
87. (4) Employees shall receive no compensation when properly

notified (2-hr. notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

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

89. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.

90. (6) City-Wide Voluntary Reduced Work Week
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced 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.

91. (7) Voluntary Time off Program

The mandatory furlough provisions of CSC Rules shall not apply to covered employees.

92. 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.

93. 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

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

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

96. 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

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

III.D. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedules

98. 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

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

III.E. ADDITIONAL COMPENSATION

100. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.
1. NIGHT DUTY
101. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% 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 midnight (12:00 a.m.).
102. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.
2. CALL BACK
103. Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be paid at the applicable rate for all hours actually worked. This section shall not apply to employees who are called back to duty when on stand-by status.
3. STANDBY PAY
104. Employees who, as part of the duties of their positions are assigned in writing by the Appointing Officer to standby when normally off duty to be instantly available on call for the performance of their regular duties, shall be paid the Federal Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device or cellular telephone does not in itself constitute

eligibility for standby pay. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in positions with duties that are primarily administrative in nature.

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

Callback pay shall not apply to employees who are called on to perform their regular duties during periods of paid standby service.

4. ACTING ASSIGNMENT PAY

105 . a. If an employee is 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, budgeted position shall be entitled to acting assignment pay, no earlier than the eleventh (11th) consecutive work day of such an assignment, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

106. b. If the conditions in the preceding paragraph are met, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary grade 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.

107. c. Where the above requirements are satisfied, but an employee does not receive a premium, the employee must file a grievance within thirty (30) days of the assignment.

5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

109. 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.

- 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.
- 110. 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.
- 111. e. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
- 112. f. The adjustment of the compensation grade of the supervisor shall be to the nearest compensation grade representing, but not exceeding, one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised.
- 113. If the application of this Section adjusts the compensation 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 paragraph "F" are also met.
- 114. g. The decision of the Appointing Officer as to whether the compensation grade of a supervisory employee shall be adjusted in accordance with this section shall be final and shall not be subject to grievance.
- 115. 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.

116. To be considered, requests for adjustment under the provisions of this section must be received by the Appointing Officer not later than the end of the current fiscal year.
117. i. In no event will the Appointing Officer 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%)
118. j. 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.
119. k. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

6. LEAD WORKER PAY

120. Employees in class 7377 Stage Electrician who are designated in writing by their supervisor shall be entitled to a \$9.00 per day premium when required take the lead on any job when at least two stage electricians in the same classification as the lead employee are assigned to the same job. Effective July 1, 2002, the rate shall be \$10 per day. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

III.F. OVERTIME COMPENSATION

121. 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 forty (40) hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

122. 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.
- 123 . 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.
124. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
125. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein.
126. 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.
127. 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.

RECORDATION OF OVERTIME

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

III.G. HOLIDAYS AND HOLIDAY PAY

131. 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)

132. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
133. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

1. HOLIDAYS PAY FOR EMPLOYEES WHO SEPARATE

134. 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

135. 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

136. 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.
137. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein
138. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

4. HOLIDAY COMPENSATION FOR TIME WORKED

139. 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.
140. 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. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

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

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

6. HOLIDAY PAY FOR EMPLOYEES LAID OFF

143. 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.

7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

144. 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.

8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

145. 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.

146. 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.
147. 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.

9. FLOATING HOLIDAYS AND FURLOUGH DAYS

148. Three floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer (if conferred in MOU and for unrepresented employees) 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.
149. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next except with the approval of the Appointing Authority. No compensation of any kind shall be earned or granted for floating days off not taken off.
150. Represented employees shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.

III.H. TIME OFF FOR VOTING

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

III.I. SALARY GRADE PLAN AND SALARY ADJUSTMENTS

152. 1. Appointments to positions in the City and County Service shall be at the

entrance rate established for the position except as otherwise provided herein.

2. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

153. An employee who completes the probationary period or six months of-service, whichever is less, and who is appointed to a position in a higher classification deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

154. b. The employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

155. c. For purpose of this Section, appointment of an employee as defined herein to a position in any class with a higher salary grade shall be deemed promotive.

3. NON-PROMOTIVE APPOINTMENT

156. An employee who completes the probationary period or six months 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. If the salary steps do not match, then the employee shall receive 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.

4. APPOINTMENT ABOVE ENTRANCE RATE

157. Subject to the Controller's certification of available funds and procedures to be established by DHR, Appointments may be made by an appointing officer at any step in the compensation grade under the following conditions:

158. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

159. b. Loss of compensation would result if appointee accepts position at the

normal step.

160. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all City appointments in the particular class should be above the normal step.

161. d. The appointee possesses special experience, qualifications and/or skills, which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

Exempt Appointive Position

162. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary grade, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

5. REAPPOINTMENT WITHIN SIX MONTHS

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

6. COMPENSATION ADJUSTMENTS

164. 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 grade 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.

165. 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.

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

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

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

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

7. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

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

170. b. **Reemployment in Same Class Following Layoff**
An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
171. c. **Reemployment in an Intermediate Class**
An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
172. d. **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 as provided in this Agreement.

III.J. METHODS OF CALCULATION

1. **BI-WEEKLY**
173. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. PER DIEM OR HOURLY
174. 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.
3. CONVERSION TO BI-WEEKLY RATES
175. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.K. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP
176. Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
2. ENTRY AT OTHER THAN THE FIRST STEP
177. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
3. DATE INCREMENT DUE
178. Full time employees shall advance to the second step upon completion of six (6) months of continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees shall advance to the second step upon completion of 1,040 continuous hours of service, and to each successive step upon completion of 2,080 continuous hours of service.
4. EXCEPTIONS
179. a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since

his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

180. b. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply:
181. 1) An employee at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
182. 2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
183. 3) Advancement through the increment grade of the compensation grades shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation grade increment steps is modified as follows:
184. a) An employee who during that portion of his/her anniversary year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
185. b) An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
186. 4). An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another

classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

III.L. SICK LEAVE WITH PAY LIMITATION

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

III.M. WORKER'S COMPENSATION & SDI SUPPLEMENTATION :

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

and not an accelerated rate.

III.N. STATE DISABILITY INSURANCE (SDI)

193. Upon certification by the Union to the Employee Relations Division that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Board of Supervisors shall take any and all necessary action to enroll such representation units and all employees therein. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.O. HEALTH AND WELFARE

1. EMPLOYEE HEALTH CARE BENEFITS

194. The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections 8.423 through 8.428.

2. DEPENDENT HEALTH CARE PICK-UP

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

3. DENTAL COVERAGE

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

4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

197. 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, worker's compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

5. SINGLE EMPLOYEES

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Artist and allied Crafts of the United States, its Territories and Canada, Local 16

198. For “medically single” employees, i.e., benefited employees not receiving the contribution paid by the City for dependant health care benefits, the City shall contribute all of the premium for the employee’s own health care benefit coverage.
199. The aforesaid payments shall not be considered as part of an employee’s salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

III.P. RETIREMENT CONTRIBUTION

200. The City shall pick up the full amount of the employee’s contributions to retirement.
201. 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.
202. The aforesaid contributions shall not be considered as part of an employee’s compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

PRE-RETIREMENT SEMINARS

203. 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.
204. 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.
205. All such seminars must be located within the Bay Area.

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

III.Q. FEDERAL MINIMUM WAGE

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

III.R. FAIR LABOR STANDARDS ACT

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

III.S. PILOT WELLNESS INCENTIVE PROGRAM

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

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

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

212. Example of Calculation

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

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

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

50% x 500 hours = 250 hours.

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

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

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

III.T. VOLUNTEER/PARENTAL RELEASE TIME

215. 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).
216. 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.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. EDUCATIONAL PROGRAMS

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

ARTICLE V: WORKING CONDITIONS

V.A. WORK ENVIRONMENT

218. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The Union agrees that it shares the responsibility for these efforts, as do City employees.

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

V.B. VIDEO DISPLAY EQUIPMENT

219. Because of the employees' duties, employees who may be expected to use video display terminal equipment four hours or more per shift shall be covered by the following:

1. Breaks
2. Equipment

220. The City agrees to provide the following upon request:

1. Glare screens affixed to the front of the VDT screens.
2. Adjustable chairs, foot rests and tables.
3. Lighting conditions appropriate for VDT operations.

V.C. RIGHT TO KNOW

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

ARTICLE VI: SCOPE

222. The parties recognize that recodifications 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, 2001.

VI.A. SCOPE OF AGREEMENT

223. This agreement sets forth the full and entire understanding of the parties regarding the matters herein.

VI.B. SAVINGS CLAUSE

224. Should any part hereof or any provision herein be declared invalid by any decree of court of competent jurisdiction, 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 this Agreement.

VI.C. ZIPPER CLAUSE

225. 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.

PAST PRACTICE

226. All past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

227. 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. Such Civil Service Rules and Administrative Code provisions shall be appended by reference to this Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement. After such Civil Service rules and Administrative Code sections are appended to this Agreement, alleged violations of the appended provisions will be subject to the grievance and arbitration procedure of this Agreement.

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

VI.D. DURATION OF AGREEMENT

229. This Agreement shall be effective July 1, 2001 and shall remain in full force and effect through June 30, 2003, with no reopeners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of March, 2001.

FOR THE CITY

Andrea R. Gourdine
Human Resources Director

Geoffrey L. Rothman
Director, Employee Relations Division

Approved as to Form:
Louise Renne, CITY ATTORNEY

Linda M. Ross
Chief Labor Attorney

FOR THE UNION

F.X. Crowley
Business Representative

Attachment A

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

I.A.T.S.E. Local 16

| Effective Date | Class Title | Ent @ Step 5 | Salary Grade | Biweekly Rate of Pay | | | | |
|----------------|------------------------|--------------|--------------|----------------------|---------|---------|---------|---------|
| | | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 7/1/01 | 7377 STAGE ELECTRICIAN | ✓ | 06400 | \$2,074 | \$2,178 | \$2,287 | \$2,401 | \$2,521 |
| 1/5/01 | 7377 STAGE ELECTRICIAN | ✓ | 06440 | \$2,115 | \$2,221 | \$2,332 | \$2,449 | \$2,571 |
| 7/1/02 | 7377 STAGE ELECTRICIAN | ✓ | 06490 | \$2,166 | \$2,274 | \$2,388 | \$2,507 | \$2,632 |
| 1/4/03 | 7377 STAGE ELECTRICIAN | ✓ | 06540 | \$2,221 | \$2,332 | \$2,449 | \$2,571 | \$2,700 |

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5/15/01