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Agreement between the San Francisco Institutional Police Officers' Association and the City and County of San Francisco, 2001-2003

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IDnum 93 **Language** English **Country** United States **State** CA

Union San Francisco Institutional Police Officers' Association

Local

Occupations Represented
Police and detectives

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

Source <http://www.ci.sf.ca.us/dhr/mou/969ipa/969%20Inst%20Police.FY01-03%20final.PDF>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE SAN FRANCISCO INSTITUTIONAL POLICE OFFICERS' ASSOCIATION

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 units as listed below.

Unit 11 D
8205 Institutional Police Sergeant
8209 Institutional Police Lieutenant
8206 Institutional Police Captain

2. 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 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. 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.
4. 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.C. NO STRIKE PROVISION

5. 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. GRIEVANCE PROCEDURE

- 6. 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.
- 7. 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. Grievances must be in writing and include: a) the name or names of the grievant(s), b) the basis and date of the grievance as known at the time of submission, c) the sections of the contract which the Association believes has been violated, and d) the remedy or solution being sought by the grievant. Failure by the Association to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step.

A grievance does not include the following:

- 8. a. All civil service rules excluded pursuant to Charter Section A8-409.
- 9. 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.
- 10. 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.
- 11. 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.

3. Time Limits

- 12. 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" for purposes of the grievance procedure is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

4. Steps of the Procedure For Non-Disciplinary Grievances

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

14. (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.
15. (2) A grievance arising from a final disciplinary decision shall be initiated at the level of the Employee Relations Division (“ERD”) at Step 4 of this grievance procedure. Such grievance may only be filed by the Union.
16. 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.
17. 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 provision(s) of this agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
18. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
19. c. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing, within seven (7) working days of receipt of the Step 1 answer. The intermediate supervisor will convene a grievance meeting within ten (10) working days of receipt to discuss the grievance with the grievant and/or the grievant's Union representative. Within ten (10) working days following the meeting the intermediate supervisor will respond in writing to the grievance.
20. 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 ten (10) working days of receipt of the Step 2 answer. The Appointing Officer or designee 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.

21. e. Step 4: A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations Division, in writing, within fifteen (15) working days of receipt of the Step 3 answer. The Director may convene a grievance meeting within ten (10) working days with the grievant and/or the grievant's Union. The Director or designee 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.
22. f. Arbitration: If the Union is dissatisfied with the Step 4 answer it may appeal by notifying the Director, Employee Relations Division, in writing, within twenty (20) working days of the 4th Step decision that arbitration is being invoked.

5. Selection of the Arbitrator for Non-Disciplinary Grievances

23. a. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided however that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment.
24. b. 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 the permanent panel in accordance with the following procedure.
25. (1) Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator in order, provided however that each party shall be entitled to one strike.
26. (2) The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.
27. (3) In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

6. Steps of the Procedure (Disciplinary Grievances)

28. 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. The disciplinary grievance procedure does not apply to provisional or exempt employees. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.
29. b. 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.
30. (1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.
31. (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.
32. (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 employee's statements. The employee's representative shall receive a copy of this decision.
33. Disciplinary action, as defined herein, is effective and shall commence upon notice to the employee and 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 no later than fifteen (15) thirty (30) working days following receipt of the appeal.
34. 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) twenty (20) working days following issuance of the final City decision.
35. c. For disciplinary grievances. The parties agree that disciplinary grievances shall be heard in accordance with the following procedures, as appropriate:
36. (1) Grievances involving suspensions will be heard in an expedited fashion in accordance with the following procedure.

37. (a) The parties shall create a panel established in accordance with the procedures set out in subsection above.
38. (b) Upon invocation of arbitration over a suspension grievance the parties shall contact the first arbitrator on the disciplinary panel list to determine whether a hearing may be scheduled within the following five (5) to twenty (20) work days. In the event the first arbitrator is not available within the twenty (20) day period the next listed arbitrator shall be contacted, continuing in that fashion through the list until a date is obtained.
39. (c) Any arbitrator so selected shall move to the bottom of the list, regardless of whether the case is actually heard.
40. (2) Discharge grievances shall be heard by an arbitrator selected in accordance with the procedures provided for elsewhere in this agreement, provided however that the parties may mutually agree to submit a discharge grievance to the expedited procedure.

7. Authority of the Arbitrator

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

8. Fees and Expenses of Arbitrator

42. 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

43. Except for the expedited procedure described above, hearings shall be scheduled within thirty (30) working days of selection of an arbitrator, subject to the availability of the 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.
44. 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 justify a greater entitlement.
45. 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.E. OFFICIAL REPRESENTATIVE AND STEWARDS

1. Official Representatives

46. The Union may select up to the numbers of employees identified in the groupings below for purposes of meeting and conferring with the City, during the employee's regular duty or work hours without loss of compensation, 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. The selection of such employee members or substitutions, or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
47. 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.
48. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
49. 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

50. a. The Union shall furnish the Employee Relations Division with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.
51. b. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.
52. 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.
53. 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 to assist in the grievance procedure.

- 54. e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.
- 55. f. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

56. The City and the Union agree that this Agreement shall be administered in a non-discriminatory manner. Specifically, no person covered by this Agreement shall be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion, or Union membership or activity. 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.
57. 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. PROBATIONARY PERIOD

58. The probationary period for class 8205 Institutional Police Sergeant, 8209 Institutional Police Lieutenant, and 8206 Institutional Police Captain shall be one year in duration, as defined and administered by the Civil Service Commission. The parties may extend the duration of the period by mutual agreement in writing.

II.C. PRIVACY

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

II.D. PERSONNEL FILES

60. Only one official personnel file shall be maintained on any represented employee.
61. An employee shall be provided with a copy of all material to be included in the employee's personnel file except routine matters chronicling job and pay changes.
62. A represented employee shall have a right to attach a written rebuttal to any documentation.
63. No employee may be disciplined or adversely affected based on materials not included in his or her official file.

- 64. All other files relating to performance shall remain confidential to the extent allowable by law.
- 65. The City may transmit documents to the employee at the employee's last known address.
- 66. The appointing officer will not use adverse materials including counseling and reprimands after two years free of discipline. This provision shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs at work or being under the influence of illicit drugs or alcohol at work, mistreating other persons, engaging in acts that would constitute a felony or misdemeanor involving moral turpitude, engaging in acts that present an immediate danger to the public health and safety, or engaging in immoral acts.
- 67. At the request of the employee, except for charges listed above and after two years free of discipline, materials relating to disciplinary action or references including counseling, reprimands and complaints shall be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible. Such sealed files may be opened only as required by law.
- 68. Performance evaluations are not included in this section.

II.E. ORGANIZATIONAL CHARTS

- 69. Upon the request of the employee organization, the City will provide a copy of the organizational chart of the Department to which the member is assigned.

II.F. SUBCONTRACTING

1. Prop J. Contracts

- 70. 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.
- 71. 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.
- 72. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
 - (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104(15);
 - (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

(5) questions relating to the effect on individual worker productivity by providing labor saving devices.

73. 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

74. 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.
75. 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.
76. 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.

II.G. STAFFING LEVELS

77. Upon request of the Union, if there is a reduction in the number of budgeted positions in this bargaining unit that impacts working conditions, the City agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.
78. The City agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The City agrees to provide any written information on staffing levels in a given department upon written request to the Employee Relations Department with any reproduction costs above a single copy to be paid by the Union.
79. The City, realizing that staffing reductions could result in increased workload pressures upon the remaining employees shall, upon request of an employee, meet to discuss work priorities and/or workload reductions. The employee may have a representative of his or her choice at such meetings.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

80. 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%

81. In addition, effective July 1, 2001, there shall be a one time internal base wage adjustment of 2% to represented classes.

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

83. Wage rates are set forth in Attachment A.

III.B. NORMAL WORK SCHEDULES

84. 1. 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.

85. All classifications of employees having a normal work day of eight (8) hours within nine (9) 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.

86. 2. 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.

87. 3. Work Week. A normal work week is a tour of duty on each of five (5) 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 (5)

consecutive working days in conjunction with changes in their work shifts or schedules.

88. 4. Exceptions:
- a. Employees of the Public Library Department may on a voluntary basis work a forty (40) hour week in six (6) consecutive days.
 - b. A part-time work schedule is a tour of duty of less than forty hours per week.
89. 5. Alternatives to Normal Work Schedules or Flextime. Upon request of the Union to any City department the department head shall meet and confer with the Union on proposals offered by the Union or the department relating to alternative scheduling of working hours for all or part of a department.
90. Notwithstanding any changes agreed to under this section, the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices.

III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedule

91. 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 Schedule

92. 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

1. Night Differential

93. 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.).
94. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works

at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

2. Bilingual Pay

95. Employees who are assigned by their Department to a designated bilingual position shall have additional compensation of \$35.00 bi-weekly. A designated bilingual position is one designated by the Department which requires translating/interpreting to and from a foreign language including American sign language as used by the hearing impaired, a minimum of ten (10) hours bi-weekly.

3. Standby Pay

96. Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed for positions with duties which are primarily administrative in nature.
97. No employee shall be compensated for standby service unless the appointing officer, with the approval of the Board or Commission, where applicable, shall have filed with the Department of Human Resources a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.
98. The provisions of this article 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. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below, employees in the classification categories referenced in this sub-section shall be eligible for standby compensation.

4. Call Back Pay

99. Employees not on standby but ordered back to work shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the

applicable rate, whichever is greater. For employees covered by this agreement, call back means being ordered to work in an emergency, as a witness in a criminal matter, or when ordered for other reasons. Call back does not mean continuing duty that does not have a substantial break, court appearances as a result of off-duty employment or personal reasons.

5. Acting Assignment Pay

100. Adjustment of compensation shall occur if all the following conditions are met:
- (a) The assignment shall be in writing;
 - (b) Assigned position must be budgeted;
 - (c) The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
101. Upon written approval, as determined by the City, 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 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.
102. 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 written notice of assignment.

6. Supervisory Differential Adjustment

103. The Appointing Officer is authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
104. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
105. 2. The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
106. 3. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other.
107. 4. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

108. 5. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
109. 6. If the application of this Section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under paragraph "F" are also met.
110. 7. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year. Requests for adjustment must be submitted to the Department of Human Resources before the end of the current fiscal year.
111. 8. In no event will the Department of Human Resources 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 Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%). The Appointing Officer must notify the Department of Human Resources of any changed conditions.
112. 9. The Appointing Officer may review any change in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.
113. 10. 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.

III.E. OVERTIME

114. 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 a half times the base hourly rate which may include a night differential if applicable; except that represented employees shall not be eligible for overtime assignment for one full rotation of the overtime eligibility schedule, if he/she is on sick leave or suspended for disciplinary reasons the day before or the day after the overtime assignment .
115. 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.

116. 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 on 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.

III.F. HOLIDAYS AND HOLIDAY PAY

117. A holiday is calculated based on an eight (8) 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)

118. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
119. 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. Holiday Pay For Employees Who Separate

120. 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

121. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of

public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those 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 Holiday

122. 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.
123. In lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
124. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.
125. An in-lieu holiday not scheduled by the appointing officer shall be carried over to the succeeding fiscal year.

4. Holiday Compensation For Time Worked

126. 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 as provided for elsewhere in this contract.
127. 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

128. 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.

129. 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 thru Friday work schedule.

6. Holiday Pay For Employees Laid Off

130. 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

131. 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

132. 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.
133. 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.
134. 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

135. Five (5) floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer 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 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.

III.G. TIME OFF FOR VOTING

136. 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

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

1. Promotive Appointment In A Higher Class

138. An employee following completion of six (6) months of continuous service, and who is appointed to a position in a higher classification, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

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

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

141. For the 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 class shall be deemed promotive.

3. Non-Promotive Appointment

142. An employee 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.

4. Appointment Above Entrance Rate

143. 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 any of the following conditions under the following conditions:
144. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
145. b. Loss of compensation would result if appointee accepts position at the normal step; or
146. c. A severe, easily demonstrated and documented recruiting and retention problem exists; and
147. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
148. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

5. Reappointment Within Six Months

149. 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

- a. Prior Fiscal Year
150. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.
151. 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 pay grade in the same base class from which the promotional examination was held.
- b. Salary Increase in Next Lower Rank
152. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from

such lower class equivalent to the salary 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 reinstatement 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.

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

7. Compensation Upon Transfer Or Reemployment

a. Transfer

154. 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.

b. Reemployment in Same Class Following Layoff

155. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is reemployed in the same class after such layoff shall be paid the salary step attained prior to layoff.

c. Reemployment in an Intermediate Class

156. 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.

d. Reemployment in a Formerly Held Class

157. 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 for elsewhere in this agreement (loss of compensation section).

III.I. METHODS OF CALCULATION

1. Bi-Weekly

158. 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 pay 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

159. 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. SENIORITY INCREMENTS

1. Entry At The First Step

160. 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

161. 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

162. Increments shall accrue and become due and payable on the next day following completion of required service, unless otherwise provided for in this agreement.

4. Exceptions

163. 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.

164. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
165. (1) An employee shall be compensated at the beginning of the compensation schedule plan, unless otherwise specifically provided for in this agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
166. (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.
167. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
168. (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.
169. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess on one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
170. (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.K. SICK LEAVE WITH PAY LIMITATION

171. 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

minus premium pay adjustments. 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.

172. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular salary the employee would have received for the normal work schedule excluding overtime.

III.L WORKERS COMPENSATION

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

III.M. HEALTH AND WELFARE

1. Employee Health Care

174. 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 contribution is set pursuant to the Charter.

2. Dependent Care Health Benefits

175. 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 charged to the employee plus two or more dependents category.

3. Dental Coverage

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

4. Contributions While On Unpaid Leave

177. The City will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status, with the exception of approved sick leave or workers compensation, in excess of twelve (12) continuous weeks.

5. Single Employees

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

III.N. RETIREMENT PICK-UP

179. The City shall pick up the full amount of the employees' contribution to retirement.
180. 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.
181. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

III.O. RETIREMENT SEMINAR RELEASE TIME

182. 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.
183. 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.
184. All such seminars must be located within the Bay Area.
185. This section shall not be subject to the grievance procedure.

III.P. VACATIONS

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

III.Q. PILOT WELLNESS INCENTIVE PROGRAM

187. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
188. 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.

189. 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.
190. 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
191. 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.
192. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.R. VOLUNTEER/PARENTAL RELEASE TIME

193. 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).
194. 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: WORKING CONDITIONS

IV.A. TRAINING

195. Members covered by this contract shall be provided with paid training deemed necessary by the department to perform their jobs. The City and the Union shall mutually develop an additional program which would permit members at the discretion of the department to attend training which would enhance their individual skills.

IV.B. UNIFORMS AND SAFETY EQUIPMENT

196. Employees covered by this agreement shall be provided with a complete uniform as prescribed by their department at the time of appointment. Thereafter, covered employees shall be provided replacement uniforms.
197. Employees shall be issued all equipment, including ammunition required by their department for the performance of job duties. All such equipment will be and remain the property of the department, and shall be managed according to department regulations.
198. Replacement equipment for all covered employees will be provided by the department, pursuant to regulations developed by the department. All such equipment will be and remain the property of the department.

ARTICLE V: SCOPE

199. 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.

V.A. SAVINGS CLAUSE

200. If any section, subsection, sentence clause, or phrase of this agreement is for any reason held to be unconstitutional or contrary to law, such decision shall not affect the validity of the remaining portions of this agreement. If any salary, wage or schedule of compensation herein fixed is held to be contrary to the provisions of the Charter, other law or statute, such decisions shall not affect the validity of any other salary, wage or schedule of compensation fixed in this herein. The Board of Supervisors hereby declares that it would have passed this agreement and each section, subsection, sentence, clause or phrase hereof, and approved and adopted each salary, wage or schedule of compensation herein, irrespective of the fact that anyone or more other section, subsection, clause or phrase may be declared unconstitutional, or that any other salary, wage or schedule of compensation may be declared contrary to law.

V.B. ZIPPER CLAUSE

201. 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.

V.C. PAST PRACTICE

202. The parties to this Agreement shall meet for the purpose of enumerating all past practices. The parties shall also meet to identify the current Civil Service Rules that are arbitrable. For the purposes of this section, a "past practice" shall mean either (I) an agreement between the City and the Union that has been in existence for at least one year and that addresses an appropriate subject to include in the collective bargaining agreement, or (ii) a known and well-established course of conduct that has been in existence for at least one year and that addresses an appropriate subject to include in the collective bargaining agreement.
203. 1. Any disputes regarding whether a past practice exists shall be submitted to binding arbitration no later than January 1, 1998, except that this date may be extended for up to an additional three months if requested by either party. The parties shall mutually agree to an arbitrator, pursuant to the provisions of this Agreement. The arbitrator's sole authority shall be to determine whether a past practice exists, as defined in this section. The arbitrator's decision shall be final and binding upon the parties, as provided in Charter Section A8.409.

204. 2. All past practices agreed by the parties to be included in the Agreement shall be appended to the Agreement and approved pursuant to the provisions of Charter Section A8.409, including submission for approval by the Board of Supervisors. All past practices to be included in the Agreement by award shall be appended to the Agreement, subject to implementation pursuant to Charter Section A8.409. Thereafter, all alleged violations of appended past practices will be subject to the grievance and arbitration procedure of the Agreement.
205. There shall be no change or modification of any past practice or other understanding between the parties (except for those matters governed by the Civil Service Rules excluded from arbitration) until the parties reach final agreement on the inclusion of past practices into the agreement or until the arbitration award is issued pursuant to the provisions herein, whichever is later. Thereafter, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

V.D. CIVIL SERVICE RULES/ADMINISTRATIVE CODE

206. 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. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. 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.

V.C. DURATION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU this _____ day of _____, 2001.

FOR THE CITY

FOR THE UNION

Andrea R. Gourdine
Human Resources Director

Ed Lieberman
Business Representative

Geoffrey L. Rothman
Director, Employee Relations Division

Gary Kong
President

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

Robert L. Wise
Recording-Corresponding Secretary

By: Linda M. Ross
Chief Labor Attorney

Attachment A

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

Institutional Police Officers

Effective Date	Class Title	Salary Grade	Biweekly Rate of Pay				
			Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	8205 INSTITUTIONAL POLICE SERGEANT	06220	\$1,899	\$1,994	\$2,094	\$2,199	\$2,309
	8206 INSTITUTIONAL POLICE CAPTAIN	06620	\$2,309	\$2,424	\$2,545	\$2,672	\$2,806
	8209 INSTITUTIONAL POLICE LIEUTENANT	06420	\$2,094	\$2,199	\$2,309	\$2,424	\$2,545
1/5/02	8205 INSTITUTIONAL POLICE SERGEANT	06260	\$1,936	\$2,033	\$2,135	\$2,242	\$2,354
	8206 INSTITUTIONAL POLICE CAPTAIN	06660	\$2,354	\$2,472	\$2,596	\$2,726	\$2,862
	8209 INSTITUTIONAL POLICE LIEUTENANT	06460	\$2,135	\$2,242	\$2,354	\$2,472	\$2,596
7/1/02	8205 INSTITUTIONAL POLICE SERGEANT	06310	\$1,985	\$2,084	\$2,188	\$2,297	\$2,412
	8206 INSTITUTIONAL POLICE CAPTAIN	06710	\$2,412	\$2,533	\$2,660	\$2,793	\$2,933
	8209 INSTITUTIONAL POLICE LIEUTENANT	06510	\$2,188	\$2,297	\$2,412	\$2,533	\$2,660
1/4/03	8205 INSTITUTIONAL POLICE SERGEANT	06360	\$2,033	\$2,135	\$2,242	\$2,354	\$2,472
	8206 INSTITUTIONAL POLICE CAPTAIN	06760	\$2,472	\$2,596	\$2,726	\$2,862	\$3,005
	8209 INSTITUTIONAL POLICE LIEUTENANT	06560	\$2,242	\$2,354	\$2,472	\$2,596	\$2,726

2001-2003 Memorandum of Understanding
City and County of San Francisco and
Institutional Police Officers

5/15/01