



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**THE TRANSPORT WORKERS' UNION
LOCAL 250-A, MULTI-UNIT
(UNITS 8-AA, 8-BB, 8-FF, 11-Z, 11-CC)**

JULY 1, 2006 – JUNE 30, 2009

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I. REPRESENTATION	1
A. RECOGNITION	1
B. INTENT	2
C. NO STRIKE PROVISION	2
D. OBJECTIVES OF THE CITY	2
E. MANAGEMENT RIGHTS	3
F. SHOP STEWARDS	3
G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS	4
H. DUES DEDUCTION	11
I. AGENCY SHOP	11
J. BULLETIN BOARDS AND OTHER INFORMATION	12
ARTICLE II. EMPLOYMENT CONDITIONS	13
A. NONDISCRIMINATION	13
B. AMERICANS WITH DISABILITIES/REASONABLE ACCOMMODATION	13
C. ASSIGNMENT OF WORK	13
D. PERSONNEL FILES & OTHER PERSONNEL MATTERS	14
E. SUBCONTRACTING	15
1. "Prop J." Contracts	15
2. Personal Services Contracts	15
F. EDUCATION AND CAREER DEVELOPMENT	16
G. LABOR/MANAGEMENT COMMITTEE	16
H. PROBATIONARY PERIOD	17
ARTICLE III. PAY, HOURS AND BENEFITS	18
A. WAGES	18
B. WORK SCHEDULES	18
1. Normal Work Schedule	18
2. Part-Time Work Schedules	19
C. ADDITIONAL COMPENSATION	19
1. Night Duty	19
2. Stand-By Pay	19
3. Bilingual Pay	20
4. Automobile Allowance And Transportation	20
5. Acting Assignment Pay	21
6. Other Additional Compensation	21
7. Public Pay Telephone Calls	22
8. Pilot Performance Incentive Program	22
D. OVERTIME COMPENSATION & COMPENSATORY TIME	23
E. HOLIDAYS AND HOLIDAY PAY	24
F. SALARY STEP PLAN AND SALARY ADJUSTMENTS	27
1. Promotive Appointment In A Higher Class	27
2. Non-Promotive Appointment	27

3.	Appointment Above Entrance Rate	27
4.	Reappointment Within Six Months	28
5.	Compensation Upon Transfer Or Re-Employment.....	28
G.	METHODS OF CALCULATION	29
H.	SENIORITY INCREMENTS.....	29
I.	WORKERS COMPENSATION LEAVE	31
1.	Supplementation of Disability Indemnity Payments	31
2.	Return to Work.....	31
J.	STATE DISABILITY INSURANCE (SDI).....	32
K.	VACATION	32
L.	HEALTH AND WELFARE.....	32
M.	RETIREMENT PICK-UP	33
	Retirement Seminar Release Time	33
	Retiree Medical Benefits Committee	34
N.	LONG TERM DISABILITY INSURANCE.....	34
O.	PILOT WELLNESS INCENTIVE PROGRAM.....	34
P.	VOLUNTEER/PARENTAL RELEASE TIME	35
ARTICLE IV. WORKING CONDITIONS.....		36
A.	HEALTH AND SAFETY	36
B.	PROTECTIVE CLOTHING & EQUIPMENT	37
C.	CELL PHONES – ENVIRONMENTAL HEALTH INSPECTORS	38
D.	TUITION AND TRAINING REIMBURSEMENT FUND	38
ARTICLE V. SCOPE		39
A.	SAVINGS CLAUSE	39
B.	ZIPPER CLAUSE/PAST PRACTICE/CIVIL SERVICE RULES/ADMINISTRATIVE CODE.....	39
C.	DURATION OF AGREEMENT	40

PREAMBLE

This Collective Bargaining Agreement (hereinafter termed "CBA") has been negotiated jointly by the City and County of San Francisco ("City"), and the Transportation Workers Union of America, AFL-CIO and Transport Workers Union Local 250-A (hereinafter jointly termed the "Union") in order to meet their mutual responsibility to provide the public they serve with the delivery of municipal services in the most efficient, effective, and courteous manner, as well as provide dependable, economical, courteous health services. The City and the Union have developed this agreement in compliance with the provisions of Charter sections A8.409 et. seq.

ARTICLE I. REPRESENTATION

A. RECOGNITION

1. The City acknowledges that the Union has been certified as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications and bargaining units:

Professional: Unit 8-AA
6120 Environmental Health Inspector

Unit 8-BB
3262 Curator of Industrial Arts
3342 Zoo Curator
3529 Museum Conservator (Brundage Asian Art)
3541 Curator I
3542 Curator II
3544 Curator III
3548 Curator of Natural Science, Junior Museum

Unit 8-FF
2806 Disease Control Investigator

Supervisory: Unit 11-CC
2808 Senior Disease Control Investigator
6122 Environmental Health Inspector
6124 Principal Health Inspector

2. The terms and provisions of this CBA shall also be automatically applicable to any classification which is accreted to an existing unit covered by this CBA during its term. This Agreement shall not automatically extend to new bargaining units for which the Union has gained representation or established a representative status through affiliations or service agreements.
3. The employees covered by this contract will be indemnified and defended by the City for acts within the course and scope of their official employment in accordance with the applicable requirements of state law. This Article is for informational purposes only and is not subject to grievance or arbitration.

ARTICLE I. REPRESENTATION

B. INTENT

4. It is the intent of the parties that the provisions of this CBA shall bind the Union and its members upon ratification by its members covered by this agreement. It is also the intent of the parties that the provisions of this CBA shall bind the City upon ratification by the Board of Supervisors as to those matters within the Board's legal authority, by the Department as to those matters in the Department's legal authority, and by other departments of the City party to this CBA as to those matters in those departments' legal authority.
5. Duty to Meet & Confer. Except in cases of emergency requiring immediate action, in which case the Union will be informed as soon as possible, the City and the affected departments agree to furnish the Union with a written description of any proposed change in personnel practices or working conditions within the scope of representation affecting the employees covered by this CBA at least twenty (20) working days before the changes are scheduled to go into effect. Within ten (10) working days of receipt of written notice, the Union will inform the City of any objections or proposals it may have for alternative changes. If the Union does not respond within ten (10) working days from the date of the return receipt of such written information, the affected departments shall assume the Union does not wish to meet & confer on the proposed policy change. If either the City or the Union does not accept the other party's proposal, the parties shall meet & confer on the issue as required by law. The proposed changes will not go into effect until the completion of the meet & confer process provided that the impasse procedure in the Employee Relations Ordinance in the Administrative Code shall not apply to the application of this Article. This Article is intended to meet the requirements of the Meyers-Milias-Brown Act.
6. The Employee Relations Division will be advised of and coordinate, if necessary, all meet & confer and be available to assist so that all provisions in the CBA will be followed.

C. NO STRIKE PROVISION

7. The Union and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, or absenteeism. 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 or person.

D. OBJECTIVES OF THE CITY

8. The delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.
9. The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

ARTICLE I. REPRESENTATION

10. Should an employee allege unfair treatment due to the implementation of revised performance levels, norms, or standards, he/she may seek review of such issues in accordance with the procedures set forth in Article I.G.

E. MANAGEMENT RIGHTS

11. Except as otherwise provided in this Agreement, in accordance with applicable state laws, 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.
12. 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.
13. It is understood and agreed that except as specifically set forth in this agreement the City retains all of its powers and authority to manage municipal services and the work for performing those services.
14. The exercise of these rights shall not be subject to the grievance procedure. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

F. SHOP STEWARDS

15. The Union may select one steward and/or alternate steward in each department or bureau in which employees covered by this CBA are working. A steward shall only deal with grievances within or related to the steward's department or bureau.
16. The Union shall furnish the City with an accurate list of shop stewards. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by the Union, none will be recognized.
17. The Union and the City recognize that it is the responsibility of the shop steward to assist in the resolution of grievances or disputes at the lowest possible level.
18. While handling grievances, discipline, or meeting with the City representatives concerning matters affecting the working conditions and status of employees covered by this CBA, not more than two shop stewards shall be allowed time off during normal working hours to perform such duties without loss of pay; provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. No steward shall leave the duty or work station or assignment without specific approval of the employee's department head or other authorized manager. Such release time for the shop steward shall not be unreasonably denied.

ARTICLE I. REPRESENTATION

19. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission, unless the parties agree to an alternative time.
20. In handling grievances or disciplinary matters, the shop steward shall have the right to:
 21. Consult with the affected employee regarding the presentation of a grievance after the employee has requested the assistance or presence of the shop steward.
 22. Present to a supervisor a grievance, which has been requested by an employee or group of employees, for resolution or adjustment.
 23. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.
 24. Attend meetings with supervisors or other city representatives when such meetings are necessary to adjust grievances or represent employees in disciplinary matters. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employees are employed. Release time for the shop steward shall not be unreasonably denied.
 25. In emergency situations, where immediate disciplinary action may be taken because of violation of law or a City or departmental rule (theft, *etc.*), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist the employee.
 26. Shop stewards shall not interfere with the work of any employee.
27. Pursuant to the Meyers-Milias-Brown Act and Employee Relations Ordinance, a reasonable number of stewards or other designated employees may attend during working hours with no loss of pay, meetings scheduled with representatives of the Appointing Officer for the purpose of meeting and conferring on terms and conditions of employment, and may participate in the discussions, deliberations and decisions at such meeting.
28. Stewards shall receive timely notice of departmental orientation sessions, and shall be permitted to make appearances at departmental orientation sessions, in order to distribute Union materials and to discuss employee rights and obligations under this CBA. The Union and a department or bureau may agree to other arrangements for contact between stewards and new employees.

G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

29. 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.
 1. Definition.
30. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this agreement, including discipline and discharge of

ARTICLE I. REPRESENTATION

employees. Civil Service Commission Rule "Carve-outs" are not subject to the grievance procedure nor may be submitted to arbitration.

31. A grievance does not include written reprimands or written warnings, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand or warning. 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 or warning.
32. The Union may make a written request for an employee conference no later than ten (10) working days after the Department has notified the employee of its intent to issue a written reprimand or written warning. The Department will notify the parties at least five (5) working days in advance of the meeting, unless mutually agreed otherwise. The employee shall be notified in writing of the decision within ten (10) working days following the employee's conference, unless it requests, and the Union agrees, to extend the time limits. The Union's consent to extend this time limit may not be unreasonably withheld.
33. If after the employee conference the Department determines not to issue the written reprimand or written warning, it shall not be entered into the employee's official personnel file.
34. The above provisions setting forth procedures for employee conferences shall not be grievable.

2. Time Limits.

35. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed within the prescribed time limits, it shall be deemed withdrawn. Failure of the City to timely reply shall authorize the Union to appeal the grievance to the next step in the Grievance Procedure. For purposes of this section, a "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

3. Grievance Initiation.

36. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over all employees affected by the grievance.
37. b. Only the Union shall have the right on behalf of a disciplined or discharged employee to appeal the discipline or discharge action. These matters shall be initiated with the Appointing Officer or its designee at Step 2.
38. c. All other issues shall be initiated at Step 1.

ARTICLE I. REPRESENTATION

4. Grievance Description
39. The Union and the City agree that the following guidelines will be used in the submission of grievances:
40. a. The grievance shall state the specific article(s), section(s) and paragraph(s) of this Agreement which the Union believes have been violated;
41. b. The grievance shall state the remedy or solution being sought by the Grievant or Union.
5. Steps of the Procedure.
42. An employee shall discuss the grievance informally with his/her immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than five (5) 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.
43. a. Step 1. If the grievance is not resolved within seven (7) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the departmental (intermediate) supervisor no later than twenty-five (25) working days after the facts or event giving rise to the grievance.
44. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth the name(s) of the employee or group of employees, the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
45. The departmental supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.
46. b. Step 2. A grievant dissatisfied with the supervisor's response at Step 1 may appeal to the Appointing Officer, or its designee, in writing, within seven (7) working days of receipt of the Step 1 answer. The Appointing Officer, or its designee, may convene a meeting within fifteen (15) working days with the grievant and the Union representative. The Appointing Officer, or its designee, shall respond in writing within fifteen (15) working days of the meeting or receipt of the grievance, whichever is later.
47. c. Step 3. A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Director, Employee Relations, or his/her designee, in writing, specifying the reason(s) why the grievant is dissatisfied with the Department's response, within fifteen (15) working days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials

ARTICLE I. REPRESENTATION

reviewed at the earlier steps. The Director may convene a grievance meeting within fifteen (15) working days with the grievant and/or the grievant's Union.

48. Disciplinary Grievances. The Director shall have fifteen (15) working days after the receipt of the written grievance or if a meeting is held, fifteen (15) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.

49. Contract Grievances. The Director shall have thirty (30) working days after the receipt of the written grievance, or if a meeting is held, thirty (30) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.

6. Arbitration (Step 4).

50. If the Union is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within thirty (30) working days of its receipt of the Step 3 response that arbitration is being invoked.

7. Expedited Termination Grievances

51. Termination grievances will be filed directly at Step Three (Employee Relations Division).

52. The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) calendar days of the appeal to arbitration.

53. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all termination grievances.

7. Expedited Arbitration.

54. Suspensions of fifteen (15) working days or less shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.

55. a. Scheduling. Under no instance shall either the Union or the City (and its departments) have less than seven (7) working days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing.

56. b. Selection of the Arbitrator for Expedited Arbitration. The parties will first attempt to mutually agree on an arbitrator within seven (7) working days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) working days, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association ("AAA"). As a condition of appointment to the AAA's panel, each

ARTICLE I. REPRESENTATION

of the panelists must certify that (s)he will be available to hear the Expedited Arbitration in not greater than thirty (30) working days from her/his selection.

57. c. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) working days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken, until a panelist is selected who can preside over the Expedited Arbitration within thirty (30) working days. Whether the Union or City strikes the first name in the alternating process shall be determined by lot.

58. d. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.

59. e. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

8. Arbitration (not Expedited Arbitration).

60. a. Selection of an Arbitrator. 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) calendar days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the AAA. Any name provided by the AAA may be removed from the panel by mutual consent of the parties. The AAA will appoint a replacement for any name removed, unless the parties mutually agree on a replacement panelist.

61. 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 ten (10) calendar days, the arbitrator shall be selected from the permanent panel in accordance with the following procedure:

ARTICLE I. REPRESENTATION

62. 1). Panelists shall be listed in alphabetical order. The case shall be assigned to the next panelist in order, provided however that each party shall be entitled to one strike.
63. 2). The panelist next in order following any strike options exercised by the parties shall be designated to hear the case.
64. 3). In the event that either party strikes a panelist's name from the list in accordance with this Article, the struck panelist's name shall be placed at the bottom of the list. Once struck, the same party may not strike that panelist's name again until that panelist has been selected to preside over an arbitration.
65. c. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding on all parties, unless challenged under applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
66. d. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
67. e. Hearing Dates and Date of Award. Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty (30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due forty-five (45) calendar 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.
68. 9. In no event shall a grievance include a claim for money relief for more than thirty (30) working days prior to the initiation of the grievance.
10. The Discipline Process.
69. The City shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of 12-months service, for just cause. As used herein "discipline" shall be defined as disciplinary demotion, suspensions and discharge. A change of work assignment, either to or from a particular assignment, may not be made for disciplinary purposes. Reassignments made for the purpose of improving service or addressing performance problems shall not be considered disciplinary in nature and therefore may not be in violation of this Article.
70. Release or discipline of employees during their initial probationary period or during any probationary period established by this CBA is not grievable, with the exception of a

ARTICLE I. REPRESENTATION

claimed violation of Article II.A (Nondiscrimination). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

71. No interview of an employee that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the employee is first advised of his/her right to representation. If requested by the employee, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the employee does not secure representation within such period, the right is waived.
72. No suspensions, disciplinary demotions and discharges of non-probationary permanent employees, temporary civil service employees, or provisional employees with 12 months service, may be imposed unless the following procedure is followed:
73. a. The basis of any proposed discipline shall be communicated in writing to the employee and to the Union no later than fifteen (15) calendar days after management has concluded a reasonable investigation and attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
74. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the employee with the written charges and the materials upon which the charges are based.
75. c. The employee and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting (“Skelly meeting”), or in writing, to the management official designated by the City to consider the reply. Should the employee and her/his representative elect to respond orally at a Skelly meeting, the Department will notify the parties at least five (5) calendar days in advance of the meeting, unless mutually agreed otherwise. The employee and her/his representative may present any relevant oral/written testimony and other supporting documentation as part of her/his response. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the Skelly meeting. In the case of City employees giving relevant oral testimony, they shall be compensated at an appropriate rate of pay for time spent.
76. d. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, oral/written testimony and other supporting documentation and any further investigation occasioned by the employee's statements. The Department shall issue its decision within ten (10) calendar days following the Skelly meeting or receipt of the grievant's written response, unless it requests, and the Union agrees, to extend the time limits. The Union's consent to extend this time limit may not be unreasonably withheld. The employee's representative shall receive a copy of this decision.

ARTICLE I. REPRESENTATION

77. e. Progressive Discipline. Discipline can be both instructive and corrective. The objective of discipline is to make an employee aware of substandard job performance or improper conduct and provide a reasonable opportunity for the employee to improve or correct such deficiencies. For most offenses, management is expected to use a system of progressive discipline under which the employee is given increasingly more severe discipline each time an offense is committed. Except in unusual circumstances, the more severe disciplinary actions are to be taken only after every reasonable attempt has been made by counseling and instruction to develop the employee and to avoid the need for later stages of discipline, whenever possible. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

H. DUES DEDUCTION

78. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from employees' 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. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220 - Dues Deductions.
79. Dues deduction, 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 month of January. The revocation notice shall be delivered to the Controller by depositing it in the U.S. Mail, addressed to Payroll and Personnel Services Division, Office of the Controller, 875 Stevenson Street, San Francisco, California 94103, or the Controller's then-current address, on or before January 30 of any fiscal year covered by this CBA. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt and in the case of annual revocations received in January, not later than March 1.

I. AGENCY SHOP

80. Upon request of the Union the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classification represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.
81. If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit. Thereafter, the City and the Union shall meet & confer regarding procedures for the implementation and administration of an agency shop.
82. 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 Article and in *Hudson*, 475 U.S. 292.

J. BULLETIN BOARDS AND OTHER INFORMATION

83. Reasonable space will be allowed on bulletin boards for use by the Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely, but in no event shall be displayed for more than two (2) weeks. A department may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this Article.
84. The Union or its representatives shall have reasonable access to all work locations to verify that the terms and conditions of this CBA are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such reasonable rules and regulations as may be agreed by the appointing officer or its designated representative and the Union. Disputes arising pursuant to said rules and regulations shall be referred to a panel comprised of a representative of the Employee Relations Division and the Union.
85. The Department shall provide each employee in classes covered by this CBA a copy of the Civil Service Commission class specification for his/her classification and a copy of the Civil Service Employee Handbook. Copies of this CBA will be available in each unit and with the Department personnel office for loan and for copying at the employee's expense.
86. Every six months the Department shall post the Compensatory Time balances for employees covered by this CBA at a mutually acceptable location. The Department will make a best efforts attempt to update these balances quarterly.
87. Upon request from the Union, the Department will request from the Workers' Compensation division information on a monthly and cumulative annual basis containing information on all work-related injuries and illnesses. Such information shall include the date of the injury or illness and the location or its occurrence. The City reserves its right to withhold any information that may constitute an infringement on the privacy rights of any City employee.

ARTICLE II. EMPLOYMENT CONDITIONS

A. NONDISCRIMINATION

88. 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 Union membership or activity, or nonmembership.
89. The City and the Union will not tolerate sexual harassment or sexual abuse of any employee covered by this CBA.
90. Any complaints alleging discrimination or sexual harassment will be investigated and resolved in accordance with City and Departmental policy. Any changes in City or Departmental policy will be subject to the meet & confer process with the Union, as required by law. Upon request, each Department shall provide employees with a copy of Departmental procedures.
91. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to this CBA, the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.
92. The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

B. AMERICANS WITH DISABILITIES/REASONABLE ACCOMMODATION

93. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the California Fair Employment and Housing Act, and any other applicable Federal, State and local disability anti-discrimination statutes, and further agree that this agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Acts. The City reserves the right to take any action necessary to comply therewith.

C. ASSIGNMENT OF WORK

94. Work load shall be equitably distributed among all employees of the work unit, including those covered by this CBA plus State and Federal employees of comparable class. In reference to class 2806, work distribution includes, but is not limited to, epidemiologic interviews, contact follow up and patient screening as long as the application of this Article shall not interfere with proper epidemiologic practices.
95. The Communicable Disease Control Unit of the Department recognizes that on occasion there exists an excessively large volume of the normal mix of high and low risk cases which need epidemiologic services, which may place a burden on the available 2806 and 2808 staff. When such occasions appear prolonged, the Unit will ameliorate such work loads by a combination of

ARTICLE II. EMPLOYMENT CONDITIONS

restricting its definition of cases requiring epidemiologic services, and by selectively limiting the application of certain labor intensive epidemiologic activities.

96. Assignments of employees of the Department to particular work duties shall be at the discretion of the employee's supervisor or appointing officer. The Department agrees to give due consideration to seniority, performance, ability and the desires of affected employees prior to making non-emergency assignment. Assignments will not be made either on the basis of favoritism or as discipline except when the employee has been notified of a disciplinary basis for the assignment. Should an employee covered by this CBA allege unfair treatment in such assignment, he/she may seek review of such assignment in accordance with the procedures established in Article I.G (Grievance Procedure & The Discipline Process).
97. Except in cases of emergency need, employees will be given seven (7) working days notice of pending reassignments. When said notice cannot be given, the employee will be informed of the change and the circumstances that required less than seven (7) working days notice as soon as possible. Assignment or reassignment includes change of job duties, change of location, or change of work schedule. Such notice will also apply when there is a change in supervisor.
98. Orientation and training as to the specific requirements of the work in the new assignment will be provided to reassigned employees.

D. PERSONNEL FILES & OTHER PERSONNEL MATTERS

99. There shall be maintained only one official personnel file for an employee, and the employee shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for employees covered by this CBA shall be maintained at the Personnel Office.
100. Personnel Files. No material may be entered into the official personnel file without knowledge of the employee and a copy being given to him/her. An employee will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty (30) days of his/her having knowledge of the entry. Discipline involving less than a suspension may not be considered for subsequent disciplinary actions after twelve (12) months. Discipline involving a suspension of five (5) days or less suspension may not be considered for subsequent disciplinary actions after eighteen (18) months. Discipline involving a suspension of greater than five (5) days may not be considered for subsequent disciplinary actions after thirty-six (36) months.
101. The above provision shall not apply to disciplinary actions based on the use or being under the influence of drugs or alcohol at work; acts which would constitute a crime; acts which present an immediate danger to the public health and safety; workplace violence; dishonesty including misappropriation of public funds or property; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status.
102. Discipline described in the above preceding paragraph may not be considered for subsequent disciplinary actions after seven (7) years.

ARTICLE II. EMPLOYMENT CONDITIONS

103. Standards of Performance. The Union recognizes the City's right to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. Employee(s) who work at less than acceptable levels of performance may be subject to disciplinary measures. Consistent with the Meyers-Milias-Brown Act, the City agrees to meet & confer with the Union to discuss the establishment and effect of an implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.
104. Review of patient and/or inspection records by supervisors may be made at any time at the discretion of the supervisor as part of normal supervisory responsibilities to review the work of subordinates. Supervisors shall exercise sound supervisory practices by discussing results of record reviews with employees prior to taking any action warranted as a result of such reviews.

E. SUBCONTRACTING

1. "Prop J." Contracts

105. Required Notice of the Union on Prop J. Contracts. The City shall deliver to the Union no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
106. Information Meetings. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.
107. The City agrees to discuss and attempt to resolve issues relating to: (a) possible alternatives to subcontracting; (b) questions regarding current and intended levels of service; (c) questions regarding the Controller's certification pursuant to Charter Section 10.104, subsection 15; (d) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; (e) questions relating to the effect on individual worker productivity by providing labor saving devices; and, (f) questions regarding services supplied by the City to the Contractor.
108. 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 out so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

109. Personal Services Contracts. The Human Resources Director has agreed to direct all departments to notify the Union of proposed personal services contracts which are presented to the Civil Service Commission for approval, where such services could potentially be performed by represented classifications. Such notification to the Union shall occur simultaneously upon submission of the request to the Department of Human Resources staff.

F. EDUCATION AND CAREER DEVELOPMENT

110. The Department will not unreasonably refuse permission for release time without pay for an employee covered by this CBA to attend seminars or training activities selected by the employee designed to increase the capacity of an employee to perform his/her job. Permission for release time shall be subject to staffing requirements of the Department and approved by the supervisor. An employee may also request to attend other related training seminars with pay as part of his/her assignment, and the Supervisor will give due consideration and not unreasonably refuse the request.
111. Training leading to the acquisition of a specialist certification in a waiver program will be available to employees subject to staffing requirements of the Department and approval by the supervisor. This approval will not be unreasonably denied.
112. When the City and County of San Francisco or the State requires that employees in classifications 6120, 6122 and 6124 possess a valid certificate, license or registration (except motor vehicle operator's license) as a condition of employment, the City shall reimburse such employees for any fee involved in the renewal of said certificate, license or registration. The provisions of this Article shall apply to any new classification added to the Bureau or Environmental Health Services during the term of this CBA, which the Union becomes appropriately recognized to represent.

G. LABOR/MANAGEMENT COMMITTEE

113. For the term of this MOU, the City and the Union agree to establish at each department a Labor-Management Committee, that shall convene upon the Union's written request, up to three (3) times per calendar year unless the parties mutually agree otherwise. Each party shall designate a chair, who shall have responsibility to make arrangements for scheduling the labor-management meeting and for drawing up the agenda.
114. a. Unless the parties agree otherwise, up to two (2) employees shall be released, to attend each scheduled meeting, provided the Union has given the Department at least seven (7) calendar days' notice of the employees' selection. If either of the Union's first selections cannot be released due to departmental operational or staffing requirements, the Union may make an alternate selection, provided the Union gives sufficient prior notice.
115. b. Items to be included and discussed at the meetings are to be submitted to the Department at least seven (7) calendar days prior to the scheduled date of the meeting. Items not so submitted need not be responded to at the meeting. Appropriate agenda items for such meetings include:

ARTICLE II. EMPLOYMENT CONDITIONS

1. administration of this Agreement;
 2. filling of 2806 series vacancies;
 3. 6120 and 2806 series issues pertaining to new assignment for members of this bargaining unit, reassignments, regulatory/enforcement procedures, staffing levels, standard operating procedures, and/or performance standards;
 4. development of a Health & Safety Ergonomic Program;
 5. Health Inspector training program;
 6. career development; and
 7. additional items mutually agreed-to by the parties for placement on the agenda.
116. The parties agree that participants at these meetings will not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement. Participants at these meetings shall have no right to determine issues under the exclusive jurisdiction of the Civil Service Commission. Finally, the parties agree that matters relating to pending grievances, discipline or individual performance issues shall not be discussed at these meetings.

H. PROBATIONARY PERIOD

117. The probationary period, as defined and administered by the Civil Service Commission, shall be Two Thousand Eighty (2,080) hours.
118. The probationary period for a promotive appointment shall be One Thousand and Forty (1,040) hours.
119. The probationary period for an employee on all other job changes including but not limited to bumping and transfer shall be Five Hundred and Twenty (520) hours of service. If the employee is being returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.
120. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

2. Part-Time Work Schedules.

130. A part-time work schedule is a tour of duty less than forty hours per week. Salaries for part-time services shall be calculated upon the compensation for the normal work schedules proportionate to the hours actually worked.

C. ADDITIONAL COMPENSATION

131. The City and Local 250-A agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the employee's base rate of pay and may not be pyramided.
132. For example, Employee X earning a base rate of pay of ten dollars (\$10/hr.) per hour receives both Premium A (an additional \$0.65 per hour) and Premium B (5% increase to base pay). Employee X may NOT add Premium A to her base wage BEFORE calculating Premium B, therefore pyramiding the latter premium. All premiums are separately and independently calculated against the base wage. Therefore the correct pay for Premium A is \$0.65 per hour actually worked; Premium B is \$0.50 per hour actually worked.

1. Night Duty

133. Effective July 1, 2006 and expiring October 6, 2006, 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.).
134. Effective July 1, 2006 and expiring October 6, 2006, 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.
135. Effective October 7, 2006, employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.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 5:00 p.m. and 7:00 a.m.. Shift pay of ten percent (10%) shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and 7:00 a.m.

2. Stand-By Pay

136. 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 the performance of their

ARTICLE III. PAY, HOURS AND BENEFITS

regular duties, shall be paid the federal minimum wage per hour for the period of such standby service. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called to perform their regular duties during the period of such standby service, they shall be paid while engaged in such service the usual rate of pay for such service as provided herein. Standby pay shall not be allowed for performing duties which are primarily administrative in nature.

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

3. Bilingual Pay

138. Employees who are assigned by their department to a "designated bilingual position" for ten (10) or more hours biweekly shall be granted additional compensation of \$40.00 biweekly. Employees assigned to a "designated bilingual position" who translate forty (40) or more hours biweekly shall be granted an additional \$20.00 biweekly, making a total of \$60.00 biweekly. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language used by the hearing impaired and Braille for the visually impaired.

4. Automobile Allowance And Transportation

139. Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport shall be reimbursed for travel expenses to and from this location in the amount of three dollars and fifty cents (\$3.50) per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco. Employees who travel on a public carrier (including without limitation MUNI or BART) on City Business shall be reimbursed for such travel or provided with MUNI fast passes. Employees provided with MUNI fast passes will not be reimbursed for BART expenses unless City Business requires the employee to travel outside of the City and County of San Francisco.
140. Employees required to use their own vehicles for City Business shall be reimbursed for mileage expenses incurred at the rate in accordance with the IRS allowance.
141. The City and County shall, in addition, reimburse the employee for all necessary parking meter, authorized parking lot, and toll expenses incurred while in the field. For those days on which the employee is required to have his or her own vehicle for use in City business, the City will reimburse the employee for the cost of parking the vehicle at an approved parking lot near the employee's work site.
142. Employees in classifications 2806, 2808, 2810, 6120, 6122, and 6124 who are required by the Department, by written notice, to have their own vehicle available at the work-site for use in City business for eleven (11) or more days per month, whether or not the vehicle is actually used, shall be granted a \$40.00 per month auto allowance in conjunction with said use. For purposes of this Article, work schedules posted by the Department designating employees who

ARTICLE III. PAY, HOURS AND BENEFITS

are required to have their vehicles shall serve as written notification. This allowance shall be in addition to the other allowances provided in this Article.

143. Employees who are required in writing to use a City vehicle or their personal vehicle for city business and who receive parking tickets for overtime parking in a legal parking area when they are unable to place money in parking meters or move their cars while on duty shall be reimbursed for no more than three (3) parking citations per covered employee per fiscal year of this agreement. Employees requesting reimbursement shall be required to submit documentation in a form designated by department management demonstrating that: (1) the citation was issued for overtime parking in a legal parking area; (2) the citation was issued at a time and location when the employee was acting in the course and scope of her/his employment; and, (3) the reason why the employee was precluded by her/his job duties from putting change into the meter in a timely manner.

5. Acting Assignment Pay

144. Employees assigned by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all the following conditions are met:
- The assignment shall be in writing.
 - The position to which the employee is assigned must be a budgeted position.
 - The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days.
145. Upon written approval by the Appointing Officer, an employee shall be paid at a step of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Acting assignment pay shall be retroactive to the first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
146. Requests for classification or reclassification review shall not be governed by this provision.

6. Other Additional Compensation

147. In situations where the City is paid for inspecting food facilities at professional football games, employees in classifications 6120 and 6122 who volunteer or are assigned to work a professional football game shall receive a premium of \$225 for work performed, irrespective of the number of hours actually worked. Because these classifications are designated as "Z" classes, no overtime compensation shall accrue. The \$225 premium is compensation in lieu of any overtime or compensatory time. Sign-up for inspection assignments shall be distributed first on a voluntary, rotational basis, beginning with the most senior 6122, and proceeding to the most senior 6120. If there is an insufficient level of staffing being provided by volunteers, management retains the right of assignment.
148. Effective October 1, 2006, and for the duration of the MOU, the City, at its sole discretion, shall select five (5) "special events" per fiscal year at which employees in classifications 6120 and 6122 will receive a premium of \$190 for working a minimum of four hours per special event. A

ARTICLE III. PAY, HOURS AND BENEFITS

“special event” shall be defined either as a one, two or three-day event, which is legally required to have a permit to operate, and provides food and beverages.

149. a. Because classes 6120 and 6122 are designated as “Z”, no employees in these classes shall earn paid overtime. The \$190 premium shall be considered compensation in lieu of any overtime or compensatory time off. Sign-up for inspection assignments shall be distributed first on a voluntary, rotational basis, beginning with the most senior 6122, and proceeding to the most senior 6120. If there is an insufficient level of staffing being provided by volunteers, management retains the right of assignment.
150. b. Upon the union’s request, six (6) months prior to the expiration of this MOU, the parties shall discuss the effectiveness of the “special events” premium. Unless affirmatively renewed, this “special events” premium shall sunset on June 30, 2009.

7. Public Pay Telephone Calls

151. The City shall reimburse employees for all public pay telephone calls made for the purpose of conducting City business at the rate of fifty cents (\$0.50) per phone call.

8. Pilot Performance Incentive Program

152. The parties agree to create a pilot performance incentive program during Fiscal Years 2007-08 and 2008-09. The goal of this program is to award and recognize excellent employee performance for represented employees meeting or exceeding specific goals set by the department.
153. The following are examples of criteria that may be used to evaluate employees:
- Exemplary attendance
 - Exemplary teamwork performance
 - Management of caseloads, assignments, and/or projects
 - Timeliness of meeting deadlines
 - No valid/legitimate complaints (after an investigation)
 - Contributions to organizational development
 - Initiation of services to meet unmet needs
 - Implementation of new programs
 - Development of skill sets to improve quality of work
 - Outreach, participation and involvement in the community
154. During Fiscal Year 2006-07, each department shall measure employee performance based on objective and measurable criteria. No later than January 28, 2007, each department shall meet with the Union and present standards for exemplary performance based upon the objective and measurable criteria. Should the parties fail to reach agreement on the appropriate standards by June 29, 2007, the pilot program shall expire.
155. The evaluation period for the first year of this pilot program shall be from July 2, 2007 to June 27, 2008. No later than July 18, 2008, the Appointing Officer or his/her designee in each

ARTICLE III. PAY, HOURS AND BENEFITS

department shall review and determine the extent to which the pre-established performance goals and objectives were met in its respective department and report such findings in writing to the Union. Upon notification, the Union shall contact the department to evaluate and discuss such findings and the selection of recognized employees.

156. Performance bonuses shall be awarded within each department as follows:
157. a. Department(s) with more than ten (10) employees represented under this MOU may have individual incentive awards/bonuses of a minimum two hundred dollars (\$200) per employee, but the total cost of the program shall not exceed five thousand dollars (\$5,000) during the qualifying fiscal year. The incentive awards/bonuses shall be awarded annually based on the achievement of exemplary performance standards.
158. b. Departments with less than ten (10) employees represented under this MOU shall create an appropriate incentive award/bonus (e.g., one (1) day off, gift certificate) in relation to the proportionate size of the department and number of employees represented under this MOU for the entire program during the qualifying fiscal year. The incentive awards/bonuses shall be awarded annually based on the achievement of exemplary performance standards.
159. Employees shall be awarded no later than September 1, 2008 for Fiscal Year 2007-08 goals and September 1, 2009 for Fiscal Year 2008-09 goals.
160. This pilot incentive program shall sunset on June 30, 2009.

D. OVERTIME COMPENSATION & COMPENSATORY TIME

161. Exclusive of part-time employees any time actually worked by an employee in excess of the normal workday or week shall be designated as overtime and shall be compensated at one-and-a-half (1 ½) times the base hourly rate. Time worked excludes paid time off except for fixed holidays. For work between 5:00 p.m. and 7:00 a.m. the base hourly rate shall include the night shift differential (as set forth in Article III.C.).
162. Employees working in classifications that are designated as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or working on an alternative work schedule shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
163. 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.

ARTICLE III. PAY, HOURS AND BENEFITS

164. 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.
165. 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.
166. Employees occupying executive, administrative or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-a-half times for time worked in excess of normal work scheduled.
167. Overtime compensation, when available, shall be equitably distributed on a voluntary, rotational basis for those employees eligible and desiring overtime compensation. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. The rotation will proceed to the next most senior, qualified employee and continue down through the seniority list. Overtime shall be equalized among all volunteers on an annual basis. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.

E. HOLIDAYS AND HOLIDAY PAY

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

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Veterans Day
Christmas Day

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

ARTICLE III. PAY, HOURS AND BENEFITS

170. 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.
171. **FLOATING HOLIDAYS AND PAID FURLOUGH DAYS.** In addition to the holidays listed above, the employees covered under this CBA will receive three floating holidays and two paid furlough days. The three floating holidays and two paid furlough days may be taken on days selected by the employee subject to prior scheduling approval of management. Employees must complete six (6) months continuous service to establish initial eligibility for the three floating holidays and two paid furlough days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the three floating holidays and two paid furlough days off. The three floating holidays and two paid furlough days off may be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for the three floating holidays and two paid furlough days if not taken off. The three floating holidays and two paid furlough days shall not be considered holidays for purposes of calculating holiday compensation for time worked.
172. **HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE.** 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.
173. **HOLIDAYS THAT FALL ON A SATURDAY.** 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. 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.
174. **HOLIDAY COMPENSATION FOR TIME WORKED.** 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 (*i.e.*, 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 in lieu of paid overtime pursuant to the provisions herein.
175. 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.
176. **HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY.** Employees assigned to seven-day operation departments or employees

ARTICLE III. PAY, HOURS AND BENEFITS

- 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.
177. If the provisions of this Article 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 Article result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.
178. **HOLIDAY PAY FOR EMPLOYEES LAID OFF.** 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.
179. **EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION.** Persons employed for holiday work only, persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis who 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.
180. **PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS.** Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
181. 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.
182. 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.

F. SALARY STEP PLAN AND SALARY ADJUSTMENTS

183. 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

184. An employee who has completed a 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 shall have his/her salary adjusted to that step in the promotive class as follows:

185. 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.

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

2. Non-Promotive Appointment

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

3. Appointment Above Entrance Rate

188. Upon the request of an appointing officer, appointments may be made at any step in the compensation grade upon recommendation of the Human Resources Director under the following conditions:

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

190. b. Loss of compensation would result if appointee accepts position at the normal step; or

191. 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; and

ARTICLE III. PAY, HOURS AND BENEFITS

192. d. The Controller certifies that funds are available. To be considered, requests for adjustment under the provisions of this Article must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
193. e. 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.

4. Reappointment Within Six Months

194. 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.

5. Compensation Upon Transfer Or Re-Employment.

195. 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.
196. 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.
197. 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.
198. 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 in accordance with this agreement.

G. METHODS OF CALCULATION

199. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
200. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

H. SENIORITY INCREMENTS

201. 1. Entry At The First Step. Employees may advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
202. 2. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step may advance one step upon completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive step.
203. 3. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.
204. 4. Exceptions.
205. a. Satisfactory Performance. For all employees, an employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days notice of any intent to withhold a step increase. However, if the unsatisfactory performance occurs within the sixty (60) days before the employee's salary anniversary date, the Appointing Officer shall provide notice of intent to withhold a step increase within a reasonable time. The notice shall be in writing and shall provide a list of reasons and/or explanation for the denial.
206. b. Upon notification of intent to withhold a step increase, management/supervisor shall initiate a performance plan with goals and a timeline to earn the step increase; provided, however, that nothing in this section is intended to or shall make performance plans subject to the grievance procedure. Management/supervisor may consider the employee's and Union's input in creating the performance plan. The timeline for the plan may be extended by agreement, in writing, executed by the employee, the Union and the supervisor.

ARTICLE III. PAY, HOURS AND BENEFITS

207. c. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s) may be used as evidence by either party in a grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
208. d. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the Appointing Officer, in his or her sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed.
209. e. An employee's salary anniversary date shall be unaffected by this provision.
210. f. An employee may 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.
211. 5. An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. Employees may 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.
212. 6. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
213. 7. 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.

I. WORKERS COMPENSATION LEAVE

1. Supplementation of Disability Indemnity Payments

214. An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability Insurance, 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, 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.
215. 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. 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 Article.
216. 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. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.
217. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
218. 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.
219. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter Section A8.409 *et seq.*

2. Return to Work

220. The City will make a good faith effort to return employees covered by this CBA who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. When appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employees' department, the employee may be temporarily assigned pursuant to this Article to work in another classification, on a different shift, and/or in another department, subject to the approval of the appointing officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject

ARTICLE III. PAY, HOURS AND BENEFITS

to grievance or arbitration. Modified duty assignments may not exceed three (3) months. Employees assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.

221. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA), and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.

J. STATE DISABILITY INSURANCE (SDI)

222. The Department of Human Resources certifies to have enrolled all employees covered by this CBA under State Disability Insurance Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

K. VACATION

223. Vacations will be administered pursuant to the Administrative Code, Article 11, Sections 16.10 through 16.16 (dated 12/94).

L. HEALTH AND WELFARE

224. **EMPLOYEE HEALTH CARE.** The City agrees to maintain its contribution for health benefits at the current levels for the life of the agreement. 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.
225. **DEPENDENT HEALTH CARE PICK-UP.** The City will also contribute a maximum of \$225 per month towards each employee's dependent health coverage for the life of the agreement. 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.
226. **DENTAL COVERAGE.** The City agrees to maintain its contribution for dental benefits at present levels for the life of the agreement
227. **CONTRIBUTIONS WHILE ON UNPAID LEAVE.** As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

M. RETIREMENT PICK-UP

228. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that the MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
229. Effective July 1, 2006, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.
230. The parties reaffirm that all employees covered by the CBA shall be in a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
231. Any City pick-up of an employee's retirement contribution shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.
232. If it is determined through the voter process or through City action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to the Union's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

Retirement Seminar Release Time

233. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.
234. 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.
235. This section shall not be subject to the grievance procedure.

ARTICLE III. PAY, HOURS AND BENEFITS

Retiree Medical Benefits Committee

236. The City and the Union agree that it is in the interests of the public and all City employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, the Union and City agree to participate in a City-wide Retiree Health Benefits Committee (that would include other unions representing City employees) to study and make recommendations regarding funding of retiree health benefits.

N. LONG TERM DISABILITY INSURANCE

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

O. PILOT WELLNESS INCENTIVE PROGRAM

238. The parties agree to the following pilot "wellness incentive program" to promote workforce attendance. This program shall sunset on June 30, 2009.
239. Eligible 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.
240. 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.

241. 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

242. 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.
243. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

P. VOLUNTEER/PARENTAL RELEASE TIME

244. 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).
245. 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

A. HEALTH AND SAFETY

246. The City acknowledges its responsibility to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions. The parties recognize that some duties and physical areas of assignment may be hazardous and/or unsafe by virtue of the nature of the duties and responsibilities involved. The Department agrees to take all reasonable steps to reduce any hazardous or unsafe conditions. The Department and the Union will establish a joint safety committee within sixty (60) days of the execution of this CBA to evaluate such conditions and make recommendations for correction where possible. The Committee shall issue reports to the Department and the Union on an ongoing basis, provided that its first report is submitted no later than sixty (60) days after its first meeting.
247. The Department shall designate rules and regulations governing field safety measures. If mace is provided, the provision of mace, training for use of mace and the conditions under which the use of mace may be allowed are recognized to be within the sole discretion of the Department and shall be subject to departmental rules and regulations. The use and provision of mace shall not be subject to grievance or arbitration.
248. The City shall designate a City Safety Representative. Said representative shall meet with representatives of the Union on all aspects of employee health and safety as it relates to the work site.
249. Eye Examinations. For all covered employees required to use VDTs on average at least two (2) hours per day, the Department will provide a base line eye examination at the Occupational Safety and Health facility ("OSH"), followed by an eye examination at OSH every two years.
250. VDT Breaks. All employees working on VDTs may take breaks away from his/her screen of at least 15 minutes after two (2) hours of VDT work. In the event the VDT break does not coincide with a lunch or rest break, the employee shall perform other work duties, such as filing, etc.
251. Physical Plant. The Department agrees to provide the following physical equipment and work environment for users of VDTs: (a) when requested by the employee, effective glare screens shall be affixed to the front of such machines; (b) adjustable chairs, footrests and tables to allow for adjustment of individual machines; (c) optimal lighting conditions adapted to accommodate the types of equipment in use at each work site; and, (d) prior to the acquisition of additional or replacement VDTs, the Department agrees to meet and consult with the Union about such equipment.
252. Inspection. The Department will regularly inspect VDTs and maintain such equipment in a proper state.
253. Pregnancy. Upon request, a pregnant employee covered by this CBA shall have the right to be assigned duties or to be temporarily appointed to another position away from VDTs for the duration of her pregnancy.
254. Employees will not be required to transport patients in their own automobile.

ARTICLE V. SCOPE

255. All divisions/departments within the Bureau of Epidemiology, Disease Control, and AIDS will take all precautionary measures to protect the health and safety of those employees working with "high risk" populations and minimize their exposure to infectious Tuberculosis (TB). Infectious TB refers to active TB in the lungs or larynx with a positive smear for Acid Fast Bacillus (AFB).
256. Within sixty (60) days of the execution of this CBA, each division/department that provides direct clinical services shall request a consultation/evaluation by the Department of Public Health's Division of Environmental Health or the State Hazard Evaluation Section of the work site of all employees covered by this CBA. A written recommendation shall be made regarding ultra-violet (UV) lighting and/or HEPA filter system required and needed to provide adequate protection in work areas with poor ventilation and where "high risk" for TB patient contact is conducted. "High Risk" refers to populations with a substantially increased risk of having active TB, such as homeless, incarcerated persons, persons with AIDS or at risk for HIV infection. A copy of the written recommendations made by the Division of Environmental Health or State Hazard Evaluation Section will be forwarded to the Union no later than thirty (30) days after receipt of such report. The City will identify funds and initiate implementation of the written recommendations within sixty (60) days of the written recommendations and availability of funds. Reasonable time period for completing the work will vary depending on the complexity and cost of the recommendations. Time-line should be guided by the recommendations.
257. Guidelines for tuberculosis control, including lighting and ventilation recommendations, will be maintained at all works site with direct clinical services within ninety (90) days of signing this CBA.
258. Training. Employees performing blood drawing, PPD skin testing and any specimen collection shall be provided with all necessary safety equipment and training in accordance with state standards (see Health and Safety Code section 3194.5).

B. PROTECTIVE CLOTHING & EQUIPMENT

259. Lab Coats. Lab coats will be available to employees in the City Clinic on request when undertaking activities in which protection is required. The dress standard for employees covered by this CBA shall be no higher than that required of other professionals working in the same unit of the Department. Lab coats also will be available to employees who perform activities such as blood drawing, PPD skin testing and/or any specimen collection and in which protection is required. The City will provide for the cleaning of above mentioned lab coats.
260. The Department shall provide disposable protective equipment to inspection staff who come into contact with raw human/animal sewage. This equipment will be of such nature as to protect the personal clothing items of the field inspectors exposed to these materials while engaged in investigation or inspection activities. Employees whose clothing are damaged or dirtied on the job while in the performance of normal duties shall submit a claim for reimbursement pursuant to Section 10.25-1 of the San Francisco Administrative Code.
261. Badges. The Department shall provide badges/shields (excluding all accessories) to the Code Enforcement Officers of the 6120, 6122 and 6124 classifications, on a one-time basis. If a badge is lost/stolen, it shall be replaced at the employee's expense. The badges shall be used in

the performance of work-related duties and in compliance with departmental standard operating procedures.

C. CELL PHONES – ENVIRONMENTAL HEALTH INSPECTORS

262. In order to promote communication between office and field staff, in addition to the seven (7) cell phones currently assigned to the toxics management programs, the Environmental Health Section will secure a minimum of thirteen (13) additional phones to be assigned as follows:

- District Offices: 8
- Monitoring Wells: 3
- Housing: 2

263. Employees using personal cell phones will be reimbursed for calls made for the purpose of conducting official City business. Employees who are assigned cell phones are not eligible for reimbursement.

D. TUITION AND TRAINING REIMBURSEMENT FUND

264. The City agrees to allocate five thousand dollars (\$5,000.00) to a Tuition and Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement. If any portion of said allocation remains unexpended on June 30th of any fiscal year, it shall be carried over to the next fiscal year.

265. Eligibility. Any regularly scheduled full-time or part-time City employee who has worked a minimum of one (1) year of continuous service may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to professional development and enhancement within the employee's current classification or promotive opportunities from the employee's current classification. The courses must be offered by an accredited institution.

266. Expenses. The City will reimburse each eligible employee up to \$500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.

267. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the Department of Human Resources. Courses require preapproval from the employee's department.

268. Repayment. If an employee resigns from the City within two (2) years following completion of the training course, the amount of the tuition reimbursement shall be repaid by the employee to the City by cash payment or out of the employee's last pay warrant or, if applicable, retirement earnings.

ARTICLE V. SCOPE

A SAVINGS CLAUSE

269. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with any decree of a court, such invalidation of that part or portion of this CBA shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

B. ZIPPER CLAUSE/PAST PRACTICE/CIVIL SERVICE RULES/ADMINISTRATIVE CODE

270. 1. 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.
271. The terms and conditions of employment for employees covered by this CBA shall be governed by the terms and conditions established by Charter provisions, ordinances of the Board, relevant rules of the CSC, and by the terms and conditions of employment set forth in this CBA.
272. Provisions of this CBA which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this CBA, it shall be deemed to remain in full operational effect.
273. 2. Past Practices. 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 Article, 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. For consideration, all past practices must be identified in writing by the parties no later than August 1, 1998, unless extended by the mutual agreement of the parties.
274. Any disputes regarding whether a past practice exists shall be submitted to binding arbitration no later than February 1, 1999, except that this date may be extended for up to an additional six (6) 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 Article. The arbitrator's decision shall be final and binding upon the parties, as provided in Charter Section A8.409.

ARTICLE V. SCOPE

275. 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.
276. 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.
277. 3. Civil Service Rules/Administrative Code. 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 & 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.
278. 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 for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

C. DURATION OF AGREEMENT

279. This CBA shall be in effect from July 1, 2006 to and through June 30, 2009.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2006.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____ on _____, 2006.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Philip A. Ginsburg Date
Human Resources Director

Hubert Snead Date
International Administrative Vice President,
Transport Workers Union of America, AFL-
CIO

Micki Callahan Date
Assistant Employee Relations Director

Irwin Lum Date
President
Transport Workers Union, Local 250-A

Christina Fong Date
Labor Negotiator, Employee Relations

Rafael Cabrera Date
Vice President
Transport Workers Union, Local 250-A

Paul Lee Date
Secretary-Treasurer
Transport Workers Union, Local 250-A

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

Elizabeth Salveson Date
Chief Labor Attorney