



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 200**

JULY 1, 2003 – JUNE 30, 2005

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ARTICLE I – REPRESENTATION

PREAMBLE

1. This Collective Bargaining Agreement (herein referred to as "CBA"), has been developed jointly by the Employee Relations Division, Department of Human Resources under the authority of the Office of the Mayor, the San Francisco Board of Supervisors (hereinafter referred to as "BOARD"), and the Transport Workers Union of America, AFL-CIO, Local #200 (hereinafter referred to as "LOCAL 200").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The City acknowledges that LOCAL 200 has been certified as the recognized employee representative pursuant to the provisions of the Employee Relations Ordinance for the following classifications and bargaining units:

1773 Media Training Specialist
9155 Claims Investigator
9156 Senior Claims Investigator
9157 Claims Adjuster
9158 Senior Investigator, Office of Citizen Complaints

1. 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 LOCAL 200 has gained representation or established a representative status through affiliations or service agreements. Said employees covered by the terms and provisions of this CBA are hereinafter referred to as "EMPLOYEE(S)," singular or plural as the context so indicates.

I.B. INTENT

2. The Mayor in consultation with the Board of Supervisors, and LOCAL 200 have negotiated this agreement in accordance with Section A8.409, et seq. of the San Francisco City Charter.
3. It is the intent of the parties signatory hereto that the provisions of this CBA, upon ratification by the members of LOCAL 200, shall bind LOCAL 200 and its members.
4. It is the intent of the parties signatory hereto that the provisions of the CBA, upon ratification by the BOARD as to those matters within the BOARD's legal authority, shall bind the agencies of the City and County of San Francisco (hereinafter referred to as "CITY"), including any CITY department ("Department") employing individuals covered by this Agreement.
5. The terms and conditions of employment for EMPLOYEES covered by this CBA shall be governed by the terms and conditions established by CITY Charter provisions, ordinances of the BOARD, relevant rules of the CSC and by the terms and conditions of employment set forth in this CBA.

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6. In the event provisions of this CBA are in conflict with the foregoing authorities, provisions of this CBA shall prevail to the fullest extent legally possible. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, said ordinance, resolution, rule or regulation shall be deemed to remain in full effect.
7. **Duty to Meet & Confer.** Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the CITY agrees to meet & confer, as required by law with LOCAL 200 in advance regarding any proposed changes in working conditions within the scope of representation including but not limited to the bargainable impacts on EMPLOYEES of: changes in management structure, the process for the fair and equitable selection of training candidates, the scheduling of operations, reorganization plans, staffing, the prioritization of work assignments in the face of cutbacks in staffing, changes in overtime recording procedures. The CITY shall attempt to provide any proposed changes to LOCAL 200 in writing within fifteen (15) days before said changes are to go into effect (emergencies excepted). Within five (5) days of the receipt of the notice of proposed changes, LOCAL 200 may request, in writing, a meeting and/or present the Department with any comments and suggestions it may have in writing concerning the proposed changes. The Department shall reply, in writing, within ten (10) days by scheduling a meeting, if so requested by LOCAL 200, and by responding to LOCAL 200's written comments.
8. As provided within the Charter, any matter not resolved by the parties through meet & confer during the term of this Agreement may not be submitted to arbitration. However, if the parties are unable to resolve any differences on the aforementioned issues, either party may request that the matter be considered by the Joint Labor Management Board.
9. 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.

I.C. NO STRIKE PROVISION

10. 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.

I.D. OBJECTIVE OF THE CITY

11. The most efficient, effective and courteous delivery of CITY services is of paramount importance to the CITY and its EMPLOYEES, and is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.

I.E. MANAGEMENT RIGHTS

12. 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.

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13. 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 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.
14. 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.
15. 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 consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.F. STEWARDS

16. LOCAL 200 may select one steward and/or alternate steward in each in which EMPLOYEES covered by this CBA are working. A steward shall only deal with grievances within or related to the steward's department, bureau or facility.
17. LOCAL 200 shall furnish the CITY with an accurate list of shop stewards. LOCAL 200 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 Local 200, none will be recognized.
18. LOCAL 200 and the CITY recognize that it is the responsibility of the shop steward to assist in the resolution of grievance or disputes at the lowest possible level.
19. While handling grievances, discipline, or meeting with the CITY representatives concerning matters affecting the working conditions and status of EMPLOYEES covered by this CBA, one shop steward 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.
20. 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.
21. In handling grievances or disciplinary matters, the shop steward shall have the right to:
22.
 1. Consult with the affected EMPLOYEE regarding the presentation of a grievance after the EMPLOYEE has requested the assistance or presence of the shop steward.

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23. 2. Present to a supervisor a grievance, which has been requested by an EMPLOYEE or group of EMPLOYEES, for resolution or adjustment.
24. 3. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.
25. 4. 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.
26. 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.
27. Shop stewards shall not interfere with the work of any employee.
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 LOCAL 200 materials and to discuss EMPLOYEE rights and obligations under this CBA. LOCAL 200 and the Department may agree to other arrangements for contact between stewards and new EMPLOYEES.
29. EMPLOYEE Representatives. 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.

I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

30. 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.
31. 1. Definition. 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 EMPLOYEES.
32. CSC Rule “Carve-outs” are not subject to the grievance procedure nor may be submitted to arbitration.
33. 2. Time Limits. 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

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confirmed in writing. In the event a grievance is not filed or appealed in a timely manner it shall be deemed withdrawn. Failure of the CITY to timely reply shall authorize LOCAL 200 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.

- 34. 3. Economic Claims. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance. Though the resolution of disputes outside the Grievance Procedure is desired, it is understood by Local 200 that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the Grievance Procedure appear probable, request an abeyance of the Grievance Procedure time limits, as set forth in section 2, above. The CITY will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.
- 4. Grievance Initiation.
 - 35. a. A grievance affecting more than one EMPLOYEE shall be filed with the management official having authority over all EMPLOYEEES affected by the grievance. Grievances must be filed in writing on a Union Grievance Form. The grievance will set forth the facts of the grievance, the terms and conditions of the Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.
 - 36. b. Only LOCAL 200 shall have the right on behalf of a disciplined or discharged EMPLOYEE to appeal the discipline or discharge action.
- 37. 5. Steps of the Procedure. 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 LOCAL 200 representative present.
- 38. a. Step 1 (Intermediate/departmental level). If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the departmental (intermediate) supervisor no later than twenty (20) working days after the facts or event giving rise to the grievance. Claims alleging sexual harassment may be filed within four (4) months. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth 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.

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39. The intermediate/departmental supervisor shall respond in writing within five (5) working days following receipt of the written grievance.
40. b. Step 2 (Appointing Officer level). A grievant dissatisfied with the supervisor's response at Step 1 may appeal to the Appointing Officer, or its designee, in writing, within five (5) working days of receipt of the Step 1 answer. The Appointing Officer, or its designee, may convene a meeting within ten (10) working days with the grievant and the LOCAL 200 representative. The Appointing Officer, or its designee, shall respond in writing within ten (10) working days of the meeting or receipt of the grievance, whichever is later.
41. c. Step 3 (Employee Relations Division level). A grievant dissatisfied with the Appointing Officer's response at Step 2 may appeal to the Director, Employee Relations, or its designee ("ERD"), in writing, specifying the reason(s) why LOCAL 200 is dissatisfied with the Department's response, within ten (10) working days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. ERD may convene a grievance meeting ten (10) working days with the grievant, and/or LOCAL 200.
42. 1). Disciplinary Grievances. ERD shall have ten (10) working days after the receipt of the written grievance or if a meeting is held, ten (10) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
43. 2). Contract Grievances. ERD shall have twenty (20) working days after the receipt of the written grievance, or if a meeting is held, twenty (20) working days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
44. 6. Arbitration (Step 4). If LOCAL 200 is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within twenty (20) working days of its receipt of the Step 3 response that arbitration is being invoked.
45. 7. Expedited Arbitration. Suspensions of fifteen (15) working days or less shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.
46. a. Scheduling. ERD will reserve at least one day each month for grievances to be heard at Expedited Arbitration. Grievances will be scheduled for Expedited Arbitration on a first-come-first-served basis, with ERD having the authority to reschedule grievances or add additional Expedited Arbitration dates, as it deems necessary. Under no instance shall either Local 200 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. ERD will

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provide Local 200 with the schedule of Expedited Arbitration dates upon request.

47. 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 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.

48. 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 Local 200 or CITY strikes the first name in the alternating process shall be determined by lot.

49. c. 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.

50. d. 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.

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51. 8. Arbitration Procedure (not Expedited Arbitration).
52. a. Selection of an Arbitrator. On an annual basis, 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 (20) working 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.
53. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) working days, the arbitrator shall be selected from the permanent panel in accordance with the following procedure:
54. 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.
55. 2). The panelist next in order following any strike options exercised by the parties shall be designated to hear the case.
56. 3). In the event that either party strikes a panelist’s name from the list in accordance with this section, 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.
57. b. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding, unless challenged under applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
58. c. Costs of Arbitration. The direct expenses of the arbitration including the 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 arbitration 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, which shall not be unreasonably withheld.

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59. d. 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, in writing, within thirty (30) working days following the receipt of closing arguments. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
60. 9. The Discipline Process. The CITY shall have the right to discipline any non-probationary permanent EMPLOYEE, temporary civil service EMPLOYEE, or provisional EMPLOYEE upon completion of twelve (12)-months service, for just cause.
61. As used herein "discipline" shall be defined as written reprimands, written warnings, discharge, suspensions and disciplinary demotion. A change of work assignment, either to or from a particular assignment, may not be made solely for disciplinary purposes.
62. EMPLOYEES who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of Article II.A. In such an appeal the EMPLOYEE shall bear the burden of proof with respect to the claimed violation.
63. 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.
64. Written reprimands, written warnings, suspensions, disciplinary demotions and discharges of non-probationary permanent EMPLOYEES, temporary civil service EMPLOYEES, or provisional EMPLOYEES with twelve (12)-months service, shall be subject to the following procedure:
65. a. The basis of any proposed discipline shall be communicated in writing to the EMPLOYEE and to LOCAL 200 no later than fifteen (15) working days after management has attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
66. 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 and LOCAL 200 with the written charges and the materials upon which the charges are based.

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67. c. The EMPLOYEE and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting (“Skelly hearing”), 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 hearing, the Department will notify the parties, in writing, at least three (3) working days in advance of the meeting, unless mutually agreed otherwise by the parties. LOCAL 200 shall have the right to be present at the Skelly hearing. The EMPLOYEE and her/his representative may present any relevant oral/written testimony and other supporting documentation as part of her/his response.
68. Individuals who may have direct knowledge of the circumstances relating to the discipline may be present at the request of either party at the hearing. In the case of CITY employees giving relevant oral testimony, they shall be compensated at an appropriate rate of pay for time spent.
69. d. The EMPLOYEE shall be notified in writing of the decision based upon the information contained in the written notification, the EMPLOYEE's statements, and any further investigation occasioned by the EMPLOYEE's statements. The EMPLOYEE's representative shall receive a copy of this decision.
70. e. Progressive Discipline: For most offenses, management is expected to use a system or progressive discipline under which the EMPLOYEE is given increasingly more severe discipline each time an offense is committed. 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.

I.H. DUES DEDUCTION

71. Payroll deductions from the pay of EMPLOYEE(s) covered by this CBA for dues to be paid to LOCAL 200 shall be made by the Controller in accordance with the Controller's regulations and the provisions of San Francisco Administrative Code Section 16.90 et seq. (Article V). The CITY agrees to transmit said funds to LOCAL 200 once monthly to LOCAL 200 headquarters. The CITY further agrees that it will check off and transmit to Local 200 Special Fund the amount specified monthly from the wages of those EMPLOYEE(s) who voluntarily authorize such contributions on the forms provided for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the EMPLOYEE(s) from whom such deductions have been made and the amounts deducted.

I.I. GENERAL INFORMATION

72. As provided under Article III.D.4., the Department shall maintain all records of overtime worked by EMPLOYEE(s) in their respective divisions/departments. Copies of said records shall be made available to the representative of LOCAL 200 upon request.

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73. Notice of Occurrence of Industrial Accidents. Timely notice of the occurrence of an injury to any EMPLOYEE sustained in the course of his or her employment shall be given to LOCAL 200. Information supplied may include the date of the accident or injury, corrective action taken, current status of EMPLOYEE, and the work location of the accident or injury. When an EMPLOYEE is hospitalized, LOCAL 200 will be notified by telephone.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

74. The CITY and LOCAL 200 agree that this Agreement shall be administered in a nondiscriminatory manner. Specifically, no person covered by this Agreement shall be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or LOCAL 200 membership or activity. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866, Meyers-Milias-Brown Act and any other laws and regulation relating to employment discrimination.
75. A complaint of discrimination may, at the employee's option, be processed through the City's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration procedure.

II.B. AMERICANS WITH DISABILITIES ACT

76. 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 Fair Employment and Housing Act, and all 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 Act. The CITY reserves the right to take any action necessary to comply therewith.

II.C. PERSONNEL FILES AND OTHER PERSONNEL MATTERS

77. 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.
78. 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 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. Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after sixty (60) months. Subject to the approval of the Civil Service Commission, the EMPLOYEE may request, in writing, that any disciplinary documents that may no longer be considered, as described

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above, be removed from his/her personnel file. In addition, this provision shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs at work or being under the influence of illicit drugs or alcohol at work, mistreating other persons, engaging in acts that would constitute a felony or misdemeanor involving moral turpitude, engaging in acts that present an immediate danger to the public health and safety, or engaging in immoral acts.

- 79. Standards of Performance. LOCAL 200 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.
- 80. EMPLOYEE(s) who work at less than acceptable levels of performance may be subject to disciplinary measures.
- 81. Consistent with the Meyers-Milias-Brown Act and Article I.B., herein, the CITY agrees to meet & confer with LOCAL 200 to discuss the effect of an implementation of revised performance levels, norms or standards. However, EMPLOYEE performance evaluations may not be grieved or submitted to arbitration.

II.D. PERSONAL SERVICES CONTRACT

- 82. Personal Services Contracts. No personal service contracts shall be approved by the CITY for work which normally is, or which can be, performed by EMPLOYEES or eligibles for Civil Service classifications covered by this CBA without first meeting and conferring with LOCAL 200, consistent with Article I.B. herein, and subject to approval of the Civil Service Commission.

II.E. EDUCATION AND CAREER DEVELOPMENT

- 83. Equal Access to Training Opportunities. Other than training required by management, access to training opportunities shall be provided equitably to all EMPLOYEES who indicate their willingness to participate in such training. As provided under Article I.B., the Appointing Officer, or its designee, and LOCAL 200's representatives will meet & confer to develop the process for the fair and equitable selection of training candidates.
- 84. Notice of Training Opportunities. The Appointing Officer, or its designee, shall post announcements of all training opportunities affecting positions within LOCAL 200's jurisdiction in a mutually agreeable, accessible location.
- 85. Review of Training and Promotional Opportunities. Any EMPLOYEE(s), with the assistance of LOCAL 200, may discuss the issue of training opportunities and future potential promotion with the appropriate representative of the Department.
- 86. EEO Training. The Department will offer training to managers and supervisors in the area of equal employment opportunity and discrimination.

ARTICLE II – EMPLOYMENT CONDITIONS

II.F. JOINT COMMITTEES

87. Both Union and management agree that effective communications and collaborative problem-solving is conducive to creating and maintaining a positive work environment. This in turn enhances employee morale, increases productivity and improves customer service. The parties agree to establish a new executive level Joint Labor Management Board (“JLMB”). The JLMB shall consist of an equal number of Union and management representatives to be determined by the parties. The purpose of the JLMB shall be to provide the parties with a forum for discussion of important non-contractual matters of mutual concern including: formulation of major management policies that affect the LOCAL 200 membership, the effects of budgetary reductions on the Department system, major restructurings of the Department, EMPLOYEE training and education, establishment of new civil service classifications, and health and safety issues. The JLMB will be charged with acknowledging the topics of concern as enumerated in Article IV.A., herein. The JLMB shall jointly plan and recommend programs and/or solutions to problems in these areas. The JLMB shall meet at least quarterly, or on the call of either party. Matters presented to the JLMB may not be grieved or submitted to arbitration, except as provided by law. Disciplinary grievances and matters involving the claims of individual EMPLOYEES shall not be presented to the JLMB. However, the consideration of an issue by the JLMB shall not preclude an EMPLOYEE from pursuing a grievance relating to such issue regarding any action by management that otherwise constitutes a violation of this CBA. Matters that appear on the agenda and are not resolved after two (2) consecutive meetings shall be dropped from the JLMB, unless continued by mutual agreement.

II.G. SENIORITY

88. Seniority, for the purpose of this Article, is defined as the length of continuous service determined from the day of certification to a permanent position in a classification as described in Article I.A.
89. EMPLOYEES covered by this CBA permanently promoted to another classification or receiving any non-permanent appointment may retain their seniority in their original classification in case of return to that position within one (1) year. After one year, promoted employees returning to their original classification shall return to the level of seniority reached at the time of their promotion.
90. Seniority for the purposes of vacation sign-ups shall be computed on the basis of the date of hire with the CITY and County of San Francisco. Where there is more than one EMPLOYEE with the same date of hire, the date of hire in the classification and the position on the Civil Service list shall determine the order for sign-up.

II.H. PROBATIONARY PERIOD

91. The probationary period shall be one year, as defined and administered by the Civil Service Commission.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

92. Base wages shall be increased as follows:

Effective close of business on June 30, 2005
2.0%

93. All base wage increases shall be rounded to the nearest salary grade. Wage rates are set forth in Attachment A.

94. In August 2005, the City will make a one-time payment to each covered employee in an amount equal to 2% of qualifying premiums and overtime paid to such covered employee in FY 2004-05. The qualifying premiums are as follows: night shift differential, acting assignment pay, and supervisory differential adjustment. This payment shall be deemed compensation for purposes of retirement in accordance with retirement plan provisions.

III.B. COMPENSATION FOR VARIOUS WORK SCHEDULES

95. 1. Normal Work Schedule. The normal work day is a tour of eight (8) hours to be completed in nine (9) hours. The normal work week is a tour of duty on each of five (5) consecutive days.

96. 2. Any EMPLOYEE(s) may choose to work a daily shift, where such a shift may be offered, consisting of not more than ten (10) hours. Said EMPLOYEE(s) must then have a tour of duty consisting of four (4) consecutive days of work and three (3) consecutive days off. Overtime shall be paid for all work in excess of ten (10) hours daily and/or forty (40) hours weekly.

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

98. 4. For the purpose of computing hours of work, work time will include: (1) all regularly scheduled work required by the job; (2) in addition to (1), above, all work performed at the request of the EMPLOYEE(s)' supervisor or manager; (3) time spent by designated representatives of LOCAL 200 in meetings pursuant to Employee Relations Ordinance Section 16.219; (4) time spent by a designated representative of LOCAL 200 representing EMPLOYEE(s) covered by this CBA in the grievance procedure; (5) time spent in court appearances while conducting business related to the Department; (6) time spent on jury duty.

99. 5. An EMPLOYEE who is required to serve on a jury or report to Court for jury duty on her/his regular day off shall be considered to have the following Saturday as an assigned day off if the regular day off lost was Monday or Tuesday, and shall be considered to have Sunday as an assigned day off if the regular day off lost was Wednesday, Thursday or Friday.

ARTICLE III – PAY, HOURS AND BENEFITS

100. 6. Statutory holidays shall be counted as hours actually worked.
101. 7. All compensation shall be calculated upon the hours actually worked proportionate to the compensation for a normal work schedule.

III.C. ADDITIONAL COMPENSATION

102. The CITY and LOCAL 200 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.

1. NIGHT DUTY

103. EMPLOYEES shall be paid eight and one-half percent (8.5%) more than the base rate for each hour actually worked between 5:00 p.m. and 12:00 a.m. (swing), except for those EMPLOYEES working a normal shift in excess of eight (8) hours per day that requires work between the hours of 5:00 p.m. and 12:00 a.m. Employees working more than five (5) hours of their regular shift between 5:00 p.m. and 12:00 a.m. shall receive the 8.5% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.
104. EMPLOYEES shall be paid ten percent (10%) more than the base rate for each hour actually worked between 12:00 a.m. and 7:00 a.m. (graveyard), except for those EMPLOYEES working a normal shift in excess of eight (8) hours per day that requires work between the hours of 12:00 a.m. and 7:00 a.m. Employees working more than five (5) hours of their regular shift between 12:00 a.m. and 7:00 a.m. shall receive the 10% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.

2. STANDBY PAY AND PAGER PAY

105. EMPLOYEES who, as part of the duties of their positions are required by the Appointing Officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25%) percent of their regular straight time rate of pay for the period of such standby service, except that EMPLOYEES shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with an electronic paging device. When such EMPLOYEES are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
106. EMPLOYEES in classification 9155 shall receive twenty-five (25%) percent of their regular straight time rate of pay for standby service whether or not they are outfitted by the Department with an electronic paging devices.

ARTICLE III – PAY, HOURS AND BENEFITS

107. No EMPLOYEE shall be compensated for standby service unless the Appointing Officer or its designee assigns said EMPLOYEE to such standby service.

3. LEAD PERSON PAY

108. EMPLOYEES occupying positions designated by the Appointing Officer, or its designee, as a lead person position shall receive a Lead Person premium of One dollar and Fifty cents (\$1.50) per hour, payable only for days and/or hours actually worked.

4. BILINGUAL PAY

109. 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 \$35.00 biweekly. Any EMPLOYEE assigned to a "designated bilingual position" who translates forty (40) or more hours biweekly shall be granted an additional \$15.00 biweekly, making a total of \$50.00 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.

110. EMPLOYEES required to use their own vehicles for CITY Business shall be reimbursed for mileage at the rate allowed by the IRS during the term of this CBA.

5. ACTING ASSIGNMENT PAY

111. 1. EMPLOYEES assigned by the Appointing Officer or its designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:

112. a. the assignment shall be in writing;

113. b. the position to which the EMPLOYEE is assigned must be a budgeted position.

114. c. the EMPLOYEE is assigned to perform the duties of a higher classification for longer than eleven (11) consecutive working days, retroactive to the first day of the assignment.

115. d. Upon written approval by the Appointing Officer or its designee, an EMPLOYEE shall be paid at a step of the established salary grade 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. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

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

117. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.

ARTICLE III – PAY, HOURS AND BENEFITS

6. SUPERVISORY DIFFERENTIAL ADJUSTMENT

118. The Department of Human Resources may adjust the compensation of a supervisory EMPLOYEE whose compensation grade is set herein subject to the following conditions:
119. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
120. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
121. The organization is a permanent one approved by the Department, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
122. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
123. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the EMPLOYEE supervised.
124. The adjustment of the compensation grade of the supervisor shall not exceed five (5%) percent over the compensation exclusive of extra pay, of the EMPLOYEE supervised.
125. If the application of this section adjusts the compensation grade of an EMPLOYEE in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar (\$1) bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
126. In no event will the Department of Human Resources approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
127. The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

III.D. OVERTIME COMPENSATION & COMP. TIME

128.
 1. Overtime and Comp Time Calculation. Except as set forth in Article III.B., time worked in excess of eight (8) hours per day or forty (40) hours per week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. EMPLOYEES shall not be entitled to overtime compensation for work performed in excess of

ARTICLE III – PAY, HOURS AND BENEFITS

specified regular hours until they exceed eight (8) hours per day or forty (40) hours per week; provided that employees, if any, working in an alternative work schedule shall be entitled to overtime as provided by III. B. 2. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that statutory holidays, including, floating holidays and furlough days, shall be considered time worked. In addition, one-day vacations taken within a scheduled workweek shall be considered time worked for the purposes of calculating overtime. Multiple vacation days taken within a scheduled work week shall not be considered as time worked for calculating overtime.

129. a. EMPLOYEES occupying Fair Labor Standards Act (“FLSA”) exempt positions, including positions designated by the CITY as “Z” classifications in the Annual Salary Ordinance, shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one and a half times the hours worked, only if the overtime worked has been approved in advance.
130. b. EMPLOYEES covered by the FLSA (non-Z) who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off.
131. c. 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.
132. d. 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.
133. e. EMPLOYEES working overtime during premium pay time shall receive overtime pay based on the premium rate.
134. f. Non-emergency overtime shall be distributed equitably among EMPLOYEE(s) who have current experience in and capacity for the work required, and who indicate their willingness to participate in such work.
135. g. Recordation Of Overtime. The Department shall maintain all records of overtime worked by EMPLOYEE(s) in their respective divisions/Departments. Copies of said records shall be made available to the representative of LOCAL 200 upon request.
136. h. Overtime Earned (“O.E.”). When an EMPLOYEE covered by this CBA is transferred from one group to another within Department, the

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accumulated "overtime earned" time shall be transferable by the EMPLOYEE to be used in his or her new position.

137. 1). EMPLOYEES wishing to use OE time must submit the request for the time off in writing not later than 12 noon of the fifth working day preceding the EMPLOYEE'S regular start of shift of the day for which time off is requested.
138. 2). A roster of those EMPLOYEES requesting days off will be maintained by the Department or group manager and will be available to LOCAL 200 for review.
139. 3). The request shall be granted unless an emergency situation exists or the time off would cause severe personnel shortages as determined by the Appointing Officer or its designee.
140. 4). Up to ten percent (10%), but not more than two (2) non "Z" EMPLOYEES per group or Department may be granted time off at the same time, and no more than one "Z" EMPLOYEE per group or Department may be granted time off at any one time. However, "Z" EMPLOYEES may not take time off under this section without the agreement of the Appointing Officer or its designee, if the time off would cause more than fifty percent (50%) of the normal complement of EMPLOYEES in the group or Department to be absent.
141. 5). The first EMPLOYEE to submit a request in a group or Department will take precedence if more than one EMPLOYEE has requested time off at the same time.
142. 6). Requests for time off lasting more than three (3) days must be approved by the group or Department manager.

III.E. HOLIDAYS AND HOLIDAY PAY

143. 1. The following paid holidays shall be observed:

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

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144. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday, and if it falls on a Saturday, the Friday before is a holiday as defined herein. 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 shall be deemed a holiday for this purpose.
145. 1. The CITY shall accommodate religious belief or observance of EMPLOYEES as required by law.
146. 2. Eligibility for Payment. EMPLOYEE(s) not scheduled to work on a paid legal holiday as listed above will be paid for that holiday provided that he/she is on paid status the work day immediately preceding and the work day immediately following the holiday. Payment shall consist of eight (8) hours straight time.
147. 3. Holiday Worked. EMPLOYEE(s) (in non-Z classifications) scheduled to work on a paid legal holiday as listed above shall receive time and one-half for the hours worked, plus the rate of pay as stated in Article III.E.3. herein. EMPLOYEE(s) may elect to receive compensatory time off, computed at the rate of time and one-half in lieu of monetary payment for time worked on paid holidays.
148. 4. EMPLOYEES in “Z” classifications shall receive eight hours holiday pay and in addition shall receive compensatory time off at the rate of one-and-a-half (1-1/2) times for work on the holiday
149. 5. 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 compensated as provided in Article III.E.3., herein.
150. 6. 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 (5) previous consecutive work days shall be paid for the holiday.
151. 7. EMPLOYEES 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.
152. 8. Floating Holidays And Paid Furlough Days. In addition to the holidays listed herein, the employees covered by this CBA will receive three (3) floating holidays and two (2) paid furlough days. Only EMPLOYEES working a Normal Work Schedule, as described in Article III.B., will receive an additional three (3) floating holidays and two (2) paid furlough days. The three (3) floating holidays and two (2) paid furlough days may be taken on days selected by the EMPLOYEE subject to

ARTICLE III – PAY, HOURS AND BENEFITS

prior scheduling approval of management. EMPLOYEES must complete six (6) months continuous City service to establish initial eligibility for the three (3) floating holidays and two (2) paid furlough days off. The three (3) floating holidays and two (2) paid furlough days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for the three (3) floating holidays and two (2) paid furlough days if not taken off. The three (3) floating holidays and two (2) paid furlough days shall not be considered holidays for purposes of calculating holiday compensation for time worked.

153. For the fiscal years 2003-2004 and 2004-2005, employees shall receive five (5) additional paid floating holidays in recognition of their agreement to resume payment of their retirement contributions. The floating holidays granted in this paragraph shall be administered as set forth above in paragraph 152. At the close of business June 30, 2005, the parties will return to the status quo ante (i.e., the five additional paid floating holidays will sunset and the only permanent floating holidays will be those delineated in the above paragraph).

III.F. SALARY STEP PLAN AND SALARY ADJUSTMENTS

154. 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

155. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:

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

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

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

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promotive appointment shall be deemed promotive in accordance with sections herein.

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

2. Non-Promotive Appointment

160. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent 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

161. 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:
162. a. A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
163. b. Loss of compensation would result if appointee accepts position at the normal step; or
164. 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
165. d. The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
166. 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

167. 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.

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5. Compensation Adjustments

168. a. Prior Fiscal Year. When an EMPLOYEE promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same grade step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.
169. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any EMPLOYEE promoted from one class to a higher classification who would receive a lesser salary than an EMPLOYEE promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.
170. b. Salary Increase in Next Lower Rank. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an EMPLOYEE who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such EMPLOYEE must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the EMPLOYEE waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.
171. The special rate of pay herein provided shall be discontinued if the EMPLOYEE fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a compensation grade higher than the protected salary of the EMPLOYEE.
172. c. Continuation of Salary Step Plan Earned Under Temporary Appointment. When an EMPLOYEE is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this agreement, provided that the salary shall not be less than the same step in the salary grade the EMPLOYEE received in the immediately prior temporary appointment.
173. d. Credit for Temporary Service. A temporary EMPLOYEE, one with no permanent status in any class, certified from a regular civil service list

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who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary EMPLOYEES who are terminated for unsatisfactory services or resign their temporary position.

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

6. Compensation Upon Transfer Or Re-Employment.

175. 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.
176. 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.
177. 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.
178. 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.

ARTICLE III – PAY, HOURS AND BENEFITS

III.G. METHODS OF CALCULATION

179. An EMPLOYEE whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
180. Conversion to Bi-Weekly Rates. Rates of compensation established on other than a bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.H. SENIORITY INCREMENTS

181. 1. Entry At The First Step. Full time EMPLOYEES shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
182. 2. Entry At Other Than The First Step. EMPLOYEES who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
183. 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.
184. 4. Exceptions. An EMPLOYEE shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such EMPLOYEE shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
185. 5. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An EMPLOYEE shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. EMPLOYEES shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
186. 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.
187. 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

ARTICLE III – PAY, HOURS AND BENEFITS

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

III.I. WORKERS COMPENSATION LEAVE

188. An EMPLOYEE who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, 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 off, or vacation, so as to equal the normal salary the EMPLOYEE would have earned for the regular work schedule. Use of compensatory time requires the EMPLOYEE's Appointing Officer's approval.
189. 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 section.
190. 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.
191. 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.
192. 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.
193. The parties agree, therefore, that this provision clarifies and supercedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter section A8.409, et seq.

Return To Work

194. 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

ARTICLE III – PAY, HOURS AND BENEFITS

EMPLOYEES in the injured EMPLOYEE's class. Where appropriate modified duty is not available within the EMPLOYEE's classification, on the EMPLOYEE's regular shift, and in the EMPLOYEE's Department, the EMPLOYEE may be temporarily assigned pursuant to this section 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 to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An EMPLOYEE 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.

195. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act 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.

III.J. STATE DISABILITY INSURANCE (SDI)

196. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) 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.

III.K. HEALTH AND WELFARE

1. EMPLOYEE HEALTH CARE

197. Health Service System Contributions. CITY shall contribute to the City Health Service System for each EMPLOYEE covered by this CBA who is a member of the Health Service System such sums as are required by the CITY Charter. The CITY agrees to maintain its contribution for health benefits at the current levels for the life of the agreement.
198. Medically Single. 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.
199. Life Insurance. Effective July 1, 2003, a term life insurance policy of \$50,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all EMPLOYEES covered by this CBA, the full premium cost of which shall be paid for by the Department. Coverage shall be suspended for an EMPLOYEE who has been off the payroll and been absent from service for a continuous period of twelve months.
200. 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.

ARTICLE III – PAY, HOURS AND BENEFITS

2. DEPENDENT HEALTH CARE PICK-UP

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

3. DENTAL COVERAGE

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

4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

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

III.L. RETIREMENT PICK-UP

204. For the term of this Agreement, the CITY shall continue to pick-up the EMPLOYEES’ portion of their retirement contribution at the current rate.
205. 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 LOCAL 200’s retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees’ collective bargaining agreement.
206. Notwithstanding Article III.L., for fiscal years 2003-2004 and 2004-2005 of this Agreement, employees shall pay their own retirement contributions in an amount equal to 7.5% of covered gross salary. At the close of business June 30, 2005 the parties will return to the status quo ante (i.e. “full pick-up” of the employees’ retirement contributions by the City).

Retirement Seminar

207. Subject to development, availability and scheduling by SFERS, 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.
208. 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

ARTICLE III – PAY, HOURS AND BENEFITS

exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

Miscellaneous Retirement Improvement

272. The City agrees to meet and confer with TWU, Local 200 (representing non-MTA classifications) over a possible Charter amendment to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

III.M. PILOT WELLNESS INCENTIVE PROGRAM

273. A fulltime employee leaving the employment of the city upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation.

274. The amount of this payment shall be equal to two and one-half percent (2.5%) of sick leave balances earned but unused 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 hours, as described by CSC rules, shall not be included in this computation.

275. For example:

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 \$50.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service *20 years of service = 50%
50% *500 hours = 250 hours
250 hours *\$50.00 (base salary rate at time of separation) = \$12,500.00

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

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

III.N. LEAVES OF ABSENCE

278. Those portions of the Civil Service Commission Rules applicable to Leaves, which are negotiable and arbitrable pursuant to Charter Sections A8.409 et seq., may not be changed during the term of this Agreement except by mutual consent. Those matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

ARTICLE III – PAY, HOURS AND BENEFITS

279. Bereavement Leave. Three (3) days' leave with pay shall be allowed to each EMPLOYEE for a death as defined in the Civil Service Commission Rule regarding Bereavement Leave which includes but is not limited to mother, father, sister, brother, husband, wife, son and daughter, mother-in-law, father-in-law, aunt, uncle, and dependent relatives living in the EMPLOYEE's home.

III.O. CHILD CARE AND DCAP

280. The CITY and LOCAL 200 agree that employees covered by this CBA will be eligible to participate in any childcare programs made available to all CITY employees.

Dependent Care Reimbursement Account (DCAP)

281. The City shall continue to offer a flexible spending account for Dependent Care Reimbursement (DCAP) which allows employees to establish a “pre-tax” account of up to \$5,000 per year to reimburse dependent care costs.

Parental Release Time

282. 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).

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

III.P. LONG TERM DISABILITY INSURANCE

284. 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.

III.Q. TUITION REIMBURSEMENT

285. The City agrees to allocate six thousand dollars (\$6,000) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than (\$500) per fiscal year from this special allocation. 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. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

ARTICLE III – PAY, HOURS AND BENEFITS

286. Eligibility: Any regularly scheduled Employee within the City service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.
287. 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.
288. Pre-Approval: Application for reimbursement shall be prepared on a form provided by the Department of Human Resources. Courses require pre-approval by the Department of Human Resources and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Department of Human Resources and the Appointing Officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.
289. Repayment: If an employee resigns from the City within two (2) years following completion of the training course, the amount of 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 IV - WORKING CONDITIONS

IV.A. HEALTH & SAFETY

290. The CITY acknowledges that State law requires every employer to provide a safe, healthy work environment for its employees. The CITY agrees to take all steps within its power to meet this responsibility for the EMPLOYEES covered by this CBA.
291. Joint Safety Committee. Health and Safety issues shall be presented to and addressed at the Joint Labor Management Board (JLMB”), as described in Article II.G. (Joint Committees).
292. For health and safety matters of immediate concern, the JLMB, at the call of either party, shall designate a Joint Safety Committee (hereafter termed "JSC") composed of one person appointed by LOCAL 200 and one person appointed by the Appointing Officer, or its designee. The JSC shall meet within five (5) days of the call of the JLMB. If one party refuses or fails to meet when a meeting is called, the other party may proceed with the selection of an independent, neutral committee member, who shall be knowledgeable in the field of health and safety and who shall serve as chairperson, and the JSC shall commence its activities. The cost of the independent chairperson shall be split between Department and LOCAL 200. The JSC shall consider and propose action on any aspect of Department operations affecting the health and safety of EMPLOYEES covered by this CBA. If any action proposed by a majority of the members of the JSC is not implemented, subject to the budgetary and fiscal provisions of the Charter, the JSC is authorized to take reasonable steps to publish, at Department's expense, its findings and proposed action.
293. Health and safety issues to be considered by the JLMB shall include, but not limited to, ergonomics, use of city owned vehicles, shelters for street corner locations, use and inspection of video display terminals, chemical compounds, and use of personal vehicles for shelters during inclement weather.

ARTICLE V - SCOPE OF AGREEMENT

V.A. SCOPE OF AGREEMENT

294. 1. Savings clause. Should any part hereof or any provision herein be declared invalid by reason of conflict with a charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part of portion of this CBA shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the CBA.
295. This CBA 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.
296. 2. 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.
297. 3. 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.

V.B. DURATION OF AGREEMENT

298. This Agreement shall be effective July 1, 2003, and shall remain in full force and effect through June 30, 2005.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2004.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Ted Yamasaki
Acting Director, Human Resource Services

Lawrence B. Martin
International Administrative Vice President,
Transport Workers Union of America, AFL-CIO

Geoffrey L. Rothman
Director, Employee Relations Division

Glenda Lavigne
President
Transport Workers Union, Local 200

Mary Hao
Employee Relations Division

Sarita Britt
Executive Vice President
Transport Workers Union, Local 200

Rudolph Parson, Jr.
Secretary-Treasurer
Transport Workers Union, Local 200

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

Elizabeth Salveson
Chief Labor Attorney

ATTACHMENT A – Compensation Grades

For current rates of pay, please refer to the City and County of San Francisco’s Compensation Manual located at <http://www.sfgov.org/site/uploadedfiles/dhr/compman1.pdf> or the searchable Compensation Manual located at http://www.sfgov.org/site/dhr_page.asp?id=33.

APPENDIX A: OFFICE OF THE CITY ATTORNEY PAST PRACTICES

Emergency response shall be rotated among those Class 9155 Claims Investigators responsible for MUNI related investigations.