

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**THE MUNICIPAL EXECUTIVES ASSOCIATION**

**JULY 1, 2012 – JUNE 30, 2014**

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## **ARTICLE I - REPRESENTATION**

### **AGREEMENT**

1. This Agreement is entered into by the City and County of San Francisco hereinafter "City" and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

### **ARTICLE I: REPRESENTATION**

#### **I.A. Recognition**

2. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for bargaining unit 32 and designated as units M, EM and MSA as listed in Appendix A.
3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.
4. Successor job codes resulting from the consolidations or divisions of classes currently represented by MEA shall continue to be subject to this MOU.
5. The City agrees to recognize the Association as the collective bargaining representative of any job code which constitutes a successor job code to a job code which the Association currently represents. Where there is question as to whether or not a new job code is a successor class, the Department of Human Resources shall make the final determination, which shall be appealable pursuant to the Employee Relations Ordinance.
6. Issues related to job code descriptions shall be subject to meet and confer process with final review and approval by the Civil Service Commission, not subject to grievance or arbitration.

#### **I.B. Intent**

7. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general membership of the Association, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.
8. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.

## **ARTICLE I - REPRESENTATION**

### **I.C. No Strike Provision**

9. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

### **I.D. Meet and Confer Responsibility During the Term of The Agreement**

10. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
11. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
12. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraphs 10 and 11 hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
13. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
14. During the term of an MOU, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter section A8.409 et seq., but may be subject to grievance arbitration.

### **I.E. Management Rights**

15. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
16. 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

## **ARTICLE I - REPRESENTATION**

relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.

17. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

### **I.F. Official Representatives**

18. The Association may select as many as five (5) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.
19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the City. Release time shall not be withheld unreasonably.
20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' department(s).
21. No representative may leave the duty or work station without specific approval of his supervisor.
22. Representatives shall be responsible for the performance of their work load consistent with release time approved pursuant to rules established herein.

### **I.G. Grievance Procedures**

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

1. Definition

24. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. Discipline may not be grieved under this section. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in

## **ARTICLE I - REPRESENTATION**

abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.

### **2. Time Limits**

25. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
26. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

### **3. Steps of the Procedure**

27. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure. Except as otherwise provided in subsection 10, a grievance affecting more than one employee shall be filed with the appointing officer. Grievances affecting more than one department shall be filed with the Employee Relations Division. In the event the City disagrees with the level at which the grievance is filed the City may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
28. An employee shall first attempt to resolve the alleged violation informally with his/her immediate supervisor.
29. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within fifteen (15) days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation. 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 Association.
30. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
31. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within ten (10) days of receipt of the Step 1 response. The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Appointing

**ARTICLE I - REPRESENTATION**

Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.

32. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

33. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The parties shall select an arbitrator pursuant to section 4 within fifteen (15) days of receipt of the Association's written notice of the Association's intent to arbitrate.

4. Selection of the Arbitrator

34. The parties shall select an arbitrator from the list of panelists attached hereto as Appendix B. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike-off procedure.

5. Authority of the Arbitrator

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

6. Fees and Expenses of Arbitrator

36. The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the City.

7. Hearing Dates and Date of Award

37. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) 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.

**ARTICLE I - REPRESENTATION**

8. Monetary Relief

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

9. Failure to Respond

39. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

10. Immediate Dispute Resolution

40. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the City or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.

41. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

42. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.

43. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.

44. This section may not be invoked for disciplinary grievances.

11. Petitions to Compel Arbitration

45. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.

## **ARTICLE I - REPRESENTATION**

### **I.H. Dues Deduction**

#### **1. Authorization for Deductions**

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

#### **2. Dues Deductions**

47. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Association, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.

48. No later than nine working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide electronically with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, job code, department, Civil Service status, hourly salary, and the amount deducted.

49. On a bi-weekly basis, the City shall also provide the Association with an electronic list of all covered employees containing employee name, employee number, job code, department, Civil Service status, hourly salary, salary range and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.

50. The two lists may be combined for ease of administration.

51. The above information shall be provided by the City at no cost to the Association.

52. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

53. If agency shop becomes legal under Meyers-Milias-Brown, Cal. Govt. Code section 3500 et seq., for units represented by the Association, the Association shall have that benefit. The Association shall meet all legal and reporting requirements in that case.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

### **ARTICLE II: EMPLOYMENT CONDITIONS**

#### **II.A. Non-Discrimination**

54. The City and the Association agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or Association membership or activity, or nonmembership, nor shall a person be subject to sexual harassment. The City shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.
55. The Association may not arbitrate any claim under this section unless and until the employee executes a complete, knowing and intelligent waiver, reasonably acceptable to the City, of any and all claims arising from the same facts. The waiver shall release all claims under any and all federal, state and local laws and regulations relating to employment, including but not limited to 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, and the Civil Rights Acts of 1866.
1. Americans with Disabilities Act
56. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith.
2. Family Medical Leave Act
57. The City acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act.

#### **II.B. Probationary Period**

58. The probationary period for all newly hired employees shall be 2,080 hours as defined by the Civil Service Commission except that the probationary period for an employee returned to duty in a different department following lay off shall be 1040 hours as defined by the Civil Service Commission. The probationary period for all promotional appointments shall be 1,040 hours as defined by the Civil Service Commission, and the probationary period for all other job changes shall be 520 hours as defined by the Civil Service Commission.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

59. The probationary period shall be 520 hours as defined by the Civil Service Commission for any employee appointed permanently to a class in which the employee has served the equivalent of the probationary period as a provisional, temporary or temporary exempt employee. To qualify, the prior service must be continuous and in the same department as the permanent appointment.
60. For ease of reference only, the current Civil Service Rule entitled “Definition of Probationary Period” is attached as Appendix H.
61. The Association agrees that the probationary period may be extended by a written mutual agreement between the City and a represented employee. After such agreement is reached, the City will provide notice of the agreement to the Association.
62. The City will notify the Association when it releases a represented employee from probation.

### **II.C. Discipline**

63. Discipline shall continue to be implemented pursuant to San Francisco Charter Section A8.341 and A8.342. However, pursuant to Charter Section A8.341 (b), the Association and the City agree to modify the disciplinary rights provided in those sections as follows:
64. Eligible, represented employees may appeal disciplinary suspensions, demotions and terminations to a hearing officer selected from Appendix B. The hearing officer shall be mutually selected pursuant to the striking procedure set forth in Article I.G.4. If no appeal is available, the employee will be provided the opportunity to respond in writing, with such response maintained in the employee’s personnel file. An employee who requests the opportunity for a “name clearing hearing” before the Appointing Officer or his/her designee is entitled to a response to the request within five (5) working days.
65. MEA shall receive all of the materials supporting disciplinary actions that are made available to the employee, provided that the represented employee has designated MEA to represent her/him in the disciplinary process. As to such disciplinary action, an employee may respond in writing, and such response will be maintained in the employee’s personnel file.
66. The fees and expenses of the hearing officer shall be shared equally by the Association and the City. Transcripts shall not be required, except that either party may request a transcript, provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the hearing officer shall be borne equally by the parties.
67. Upon the completion of 2080 hours of continuous service in a current represented job code, employees in non-exempt job codes covered by this agreement with temporary status shall be subject to discipline for just cause only, and shall be entitled to the post-disciplinary appeal rights set forth in Charter Sections A8.341 and A8.342 as modified in the sub-sections herein.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

### Expedited Arbitration

68. Upon mutual agreement, appeals of suspensions of eligible represented employees shall be processed through an expedited arbitration proceeding. By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or City deletes the first name in the alternating process shall be determined by lot.
69. Each expedited arbitration hearing will last a maximum of two hours. The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post-hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.
70. Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.
71. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.
72. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or MEA, materials related to disciplinary actions which are three (3) or more years old and which do not involve misconduct in the form of violence, discrimination, or harassment, shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings, or as otherwise required by federal, state, or local law.

### **II.D. Minimum Notice For Displacements**

73. The City will use its best efforts to provide ten (10) business days' notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

### **II.E. Utilization of Prop F and Temporary Exempt Employees**

74. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

### **II.F. Advance Notice to MEA on Personal Services Contracts**

75. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify MEA of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
76. If MEA wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after MEA’s receipt of the department’s notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by MEA, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
77. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in the preceding paragraph.
78. The City agrees to provide MEA with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

**ARTICLE III – PAY, HOURS AND BENEFITS**

**ARTICLE III: PAY, HOURS AND BENEFITS**

**III.A. Wages**

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

Effective July 1, 2013: 1%

Effective January 4, 2014: 1%

Effective March 29, 2014: 1%

80. All base wages shall be rounded to the nearest salary grade.

81. The 8148/8556 (SFERS) – Chief District Attorney's Investigator pay plan shall be the same as the 0941 – Manager VI classification.

82. The 8150/8558 (SFERS) – Principal District Attorney's Investigator, Special Unit pay plan shall be the same as the 0931 – Manager III classification.

83. The 8315/8516 (SFERS) – Assistant Sheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.

84. The 8330/8576 (SFERS) – Director, Log Cabin Ranch pay plan shall be the same as the 0922 – Manager I classification.

85. The 8344/8580 (SFERS) – Director, Juvenile Hall pay plan shall be the same as the 0923 – Manager II classification.

86. The 8348/8518 (SFERS) – Undersheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.

87. The 8413/(8582 (SFERS) – Assistant Chief Probation Officer pay plan shall be the same as the 0953 – Deputy Director III classification.

88. The 8416/8584 (SFERS) – Director, Probation Services pay plan shall be the same as the 0922 – Manager I classification.

89. The 8418/8586 (SFERS) – Chief Probation Officer, Juvenile Court pay plan shall be the same as the 0963 – Department Head III classification.

90. The 8435/8588 (SFERS) – Division Director, Adult Probation pay plan shall be the same as the 0922 – Manager I classification.

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91. The 8436/8590 (SFERS) – Chief Adult Probation Officer pay plan shall be the same as the 0962 – Department Head II classification.
92. The 8438/8592 (SFERS) – Chief Deputy Adult Probation Officer pay plan shall be the same as the 0952 – Deputy Director II classification.
93. The 8470 – Executive Director, County Parole Commission pay plan shall be the same as the 0932 Manager IV classification.

#### **III.B Performance Appraisals**

94. The Pay for Performance program shall expire upon close of business, June 30, 2012, and, accordingly, there will be no Pay for Performance lump sum payment made on October 1st, 2012 or thereafter, with one exception: Pay for Performance shall be extended to include the lump sum payment for the sole purpose of providing retirement restoration for those individuals who retire prior to July 1, 2012 and whose final or highest year for retirement purposes is 2011-2012 when such lump sum is factored in.
95. When a represented employee receives a performance appraisal with which s/he disagrees, s/he shall be afforded thirty (30) days to respond to the appraisal in writing. Such response shall be appended to the performance appraisal and maintained in the employee's file.
96. Nothing in this section III.B. shall make performance appraisals or plans subject to the grievance procedure.

#### **III.C. Acting Assignment Pay**

97. 1. The Appointing Officer assigns duties to employees covered by this Agreement. Represented employees assigned by the Appointing Officer or designated to perform the full range of essential functions of a position in a higher job code shall receive compensation at a higher salary if all of the following conditions are met:
  98. a. The assignment shall be in writing.
  99. b. The position to which the employee is assigned must be a budgeted position.
  100. c. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days.
101. 2. Upon written approval by the Appointing Officer, a represented employee shall be paid a 5% adjustment as long as it does not exceed the maximum range of the class to which temporarily assigned. The adjustment shall be retroactive to first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay. Such acting assignment shall not last longer than six (6) months without the

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approval of DHR and notice to the Association. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances, such as approved leave of the permanent incumbent.

102. 3. Requests for job code review shall not be governed by this provision.
103. 4. Where the above requirements are satisfied, including written notice of the assignment, but an employee does not receive a premium, the employee must file a grievance within thirty (30) calendar days after the first payday when the employee could have been paid the premium.

#### **III.D. Supervisory Differential Adjustment**

104. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
105. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
106. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
107. 3. The organization is a permanent one approved by the Appointing Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
108. 4. The job codes 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.
109. 5. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a job code being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate job code.
110. 6. The adjustment of the compensation of the supervisor shall be 5% over the compensation exclusive of extra pay, of the employee supervised. During the term of this agreement, the adjustment to the compensation of the supervisor under this section shall be calculated on the hourly rate of the supervisee effective prior to any concessionary reduction.

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111. 7. If the application of this section adjusts the compensation of an employee in excess of his/her immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
112. 8. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of 10% over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed 10%.
113. 9. The Human Resources Department may review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

#### **III.E. IT Supervisory Adjustment**

114. Where an employee in class 1071 supervises one or more other employee in class 1071, the supervisor shall receive up to an additional 5% above the supervisor's base rate of pay as necessary to ensure that the supervisor is paid 5% more than the employee s/he supervises.

#### **III.F. Adjustments**

115. 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 attained prior to layoff.
116. 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 job code shall receive a salary based upon actual permanent service in the higher job code, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate job code.
117. Further increments shall be based upon the increment anniversary date that would have applied in the higher job code.
118. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held in a permanent basis shall receive a salary based on the highest salary for that range, provided that salary does not exceed his salary before layoff.
119. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held on a permanent basis shall receive a salary based upon the original appointment date in the job code to which the employee is returned. An employee who is returned to a job code not formerly held on a permanent basis shall

### **ARTICLE III – PAY, HOURS AND BENEFITS**

receive a salary step in the salary grade for the job code closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

#### **III.G. Special Premium**

120. For so long as class 1146 Clerk of the Board, Legislative Administrator and City Clerk is actively performing the duties and responsibilities of the Executive Officer of the San Francisco Local Agency Formation Commission (LAFCO), under California Government Code section 5600 et seq., the class shall be paid a special premium of \$550.00 biweekly. This premium will be eliminated when the incumbent in class 1146 as of July 1, 2012 vacates the position.

#### **III.H. Salary Plan and Salary Adjustments**

##### **1. Employees in Management Classification/Compensation Plan Classifications**

121. Effective July 1, 2001, there was established a new series of classifications created under the Management Classification/Compensation Plan (“MCCP”).
122. Voluntary Participation. All permanent employees received an Opt-In form with their Notice of Allocation into the MCCP.
123. An employee who initially chose to be excused from the plan may request to be moved into the MCCP after the time for electing voluntary participation has passed. Late requests that can be implemented with no additional administrative work will take precedence. Late requests that require additional evaluation or other administrative work will proceed as feasible.
124. Exempt employees, provisional employees, new hires and promotive hires shall not have the option to be excused from the MCCP.
125. Placement of current employees. All current employees will be placed into the MCCP at the exact base rate of pay that they presently earn in their current classification. In no event, however, shall any employee be placed at a rate of pay that exceeds the top of Range C of the class to which he or she is allocated, unless such placement has been agreed to by the City, the Controller, and the Association.

##### **A. MCCP Salary Plan**

126. The plan consists of three pay ranges, A, B, and C. Range A was established as a 25% open range. Range B was established as a 15% open range. Range C was established as a 5% open range. Adjustment of compensation for individual employees is addressed below.
127. Scheduled Salary Progression in Range A. Subject to the other provisions of this section B, employees placed in MCCP in Range A will receive a 5% increase in pay on their anniversary date (anniversary date for their pre-MCCP class, if applicable, or else

### ARTICLE III – PAY, HOURS AND BENEFITS

their employment anniversary date). Salary progression under this paragraph is not available for employees placed in Ranges B or C.

128. No progression above top of Range A. No employee can be increased to a level above the top salary available in Range A for the applicable classification, except through the MCCP B & C Adjustment process described herein.
129. Denial of Salary Progression. An employee's scheduled salary progression may be denied if the employee's performance has been unsatisfactory to the City. The denial of the increase is subject to the grievance procedure, provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
130. Range B and C Adjustments. On a semiannual basis or more often if requested by a member of the Adjustment Committee, Appointing Officers or Adjustment Committee members may seek approval to place incumbent employees (post-appointment) at a rate of pay in ranges B & C based on consideration of whether the adjustment would serve one or more of the following purposes: (i) to move towards internal equity (which may include issues of compaction), (ii) to address demonstrated recruitment or retention issues, (iii) to compensate an employee exercising special skill, (iv) to compensate an employee assigned to a special assignment of limited duration, (v) to recognize exemplary performance, or (vi) to address issues of compaction as to reporting relationships. Criteria (vi) will constitute the only circumstance in which an adjustment may result in a rate of pay in excess of Range C.
131. Financial Limitations. The aggregate value of Range B & C adjustments and placement of non-MCCP eligible employees into step 6 and 7 shall not exceed one-half percent (0.5%) of MEA covered payroll (as defined by the Controller) each year for fiscal years 2012-2013 and 2013-2014. Each year, one-half of the allocation for that year shall be available for ongoing wage increases and the remaining one-half of the allocation shall be available for one-time payments.
132. A proportional pool of MCCP B & C funds will be calculated and segregated for Department Head allocations.
133. Adjustment Committee. A Committee consisting of the Controller (or designee), the Human Resource Director (or designee), and a designated representative of MEA will consider the application made by the Appointing Officer for placement of incumbent employees at a rate of pay in or above Ranges B & C, as described herein, or, for non-MCCP eligible employees, to steps 6 or 7, and committee members may submit such applications themselves. Subject to the applicable financial limitations and criteria, the Adjustment Committee will decide in its sole discretion whether to approve such applications in whole or in part. Decisions of the committee are final and not subject to the grievance procedure. Any confidential personnel information made available to

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- committee members for purposes of participating in decisions of the committee will be maintained in confidence.
134. Unused annual M CCP B & C funds shall not roll over; however, it is the intent of the parties that allocated funding shall be exhausted each year. Not later than May 15 of each year, the Adjustment Committee will meet and discuss how to distribute any remaining funds. In the absence of an agreement on an alternative, such remaining funds will be distributed equally to employees across the respective departmental pool(s) to which the funds were allocated, excluding Proposition F appointees.
135. Compensation Adjustments. All compensation adjustments made pursuant to this MOU shall be rounded to the nearest salary grade and shall commence at the start of the payroll period closest to the specified date.
- B. Placement in new and vacant positions.
136. All new and vacant MEA-represented positions eligible for inclusion shall be classified into the M CCP. Appointments shall be to range A, except as described below.
137. Range A. An appointing officer may make an appointment at any rate in range A based on consideration of whether the placement would serve one or more of the following purposes: to move towards internal equity (which may include issues of compaction), to address demonstrated recruitment issues, to compensate an employee exercising special skill or compensate an employee assigned to a special assignment of limited duration.
138. Ranges B & C. Subject to approval from the Human Resource Director, Controller and Mayor's Budget Director, appointing officers may request that new employees (to the position) be placed at a rate of pay in range B or C. The City will provide notice to MEA of such approvals. Placement in range B and C shall be based on objectively verifiable criteria in one or more of the following areas:
- demonstrated recruitment or retention issues,
  - unusual or extraordinary time-limited assignment,
  - exceptional or special skills or qualifications which are essential for job performance or
  - internal equity considerations (which may include issues of compaction).
139. Where appropriate, approval shall be time-limited. Once approved, the employee's rate of pay shall not be increased, except according to the scheduled salary increases specified in Article III.A. Wages.
140. Placement into ranges B and C is not grievable or appealable.

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#### C. Rules applicable to all employees in the MCCP.

141. Supervisory differential, night duty, POST premium and acting assignment pay shall be administered according to traditional practices, except that EM employees and employees who are placed in range B or C shall not receive acting assignment pay.
142. For employees who supervise an employee in a lower classification, supervisory differential shall be measured from the supervisee's actual rate of pay or the top of Range A for the supervisee, whichever is higher.
143. Where an employee in an MCCP class supervises at least one other employee in the same MCCP class, and satisfies the other contractual requirements for supervisory differential, and the supervisor's base rate of pay is less than 5% above the base rate of pay of the highest paid supervisee, the supervisor shall receive up to an additional 5% as necessary to ensure that the supervisor is paid 5% more than the employee s/he supervises.
144. Compensation for MCCP classes shall not exceed the top of range C, except as authorized by the Adjustment Committee under Section 130(vi), or upon approval of the Director of Human Resources for classes in which exceeding the top of Range C is necessary to ensure a 5% differential in pay between a supervisor and the employee(s) s/he supervises, in which case all other contractual requirements for supervisory differential must be satisfied.

#### 2. Employees in Non-MCCP Classifications

##### A. Appointments

145. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.
  - a. Promotive Appointment in a Higher Class
146. An employee or officer who is a permanent appointee following completion of the appropriate probationary period or equivalent hours and who is appointed to a position in a higher job code, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
  1. The employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

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148. 2. For purposes of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

b. Non-promotive Appointment

149. When an employee accepts a non-promotive appointment in a job code having the same salary grade or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

c. Appointment Above Entrance Rate

150. Appointments may be made by an appointing officer at any step in the compensation schedule.

d. Flat Rate Converted to Salary Range

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

e. Continuation of Salary Step Earned Under Temporary Appointment

152. When an employee is promoted under temporary appointment to a higher job code during a prior fiscal year and is continued in the same job code without a break in service in the current fiscal year, or is appointed to a permanent position in the same job code, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary employment.

B. Step Increases

Advancement Through Salary Steps

153. Full-time employees shall advance to the second step upon completion of six (6) months continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees shall

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advance to the second step upon completion of 1040 continuous hours of paid service, and to each successive step upon completion of 2080 continuous hours of paid service.

#### Salary Anniversary Date Adjustment

154. Salary step changes for permanent and permanent exempt employees employed in the Office of the Mayor, City Attorney, District Attorney, Public Defender, Sheriff, Assessor or Treasurer shall continue to take place at the discretion of the respective appointing officer, not to exceed the maximum salary of the current schedule of compensation for the class. There shall be no reductions in salary steps. This provision shall apply only to employees in those departments where the current appointing officer is an elected official, and excluding former CAO units.
155. Permanent employees working under provisional, exempt or temporary appointments in other job codes shall have their salary adjusted in such other job codes when such employees reach their salary anniversary date in their permanent class.
156. Non-MCCP Eligible Employees. Those MEA-represented employees appointed to classifications that are not eligible for placement into MCCP, who have already been at step 5 for at least 12 months, may be eligible to advance to salary step 6 and, after 12 months at step 6, to salary step 7 for their assigned classification. Salary steps 6 and 7 will be set at 5% increments. Appointing Officers or Adjustment Committee members may seek approval to place employees at step 6 or step 7 based on consideration of whether the placement would serve one or more of the following purposes: to move towards internal equity (which may include issues of compaction), to address demonstrated recruitment or retention issues, to compensate an employee exercising special skill, to compensate an employee assigned to a special assignment of limited duration or to recognize exemplary performance. Such requests shall be solicited as part of the semiannual Range B & C Adjustment process described at paragraph 130. This paragraph shall apply to the following classifications:
  - 1110 Executive Assistant to the Executive Director, Retirement System
  - 1161 Executive Assistant to the Administrator, S.F.G.H.
  - 1164 Administrator, SFGH Medical Center
  - 1839 Water Conservation Administrator
  - 1843 Executive Director, Southeast Community Facility Commission
  - 2620 Food Service Manager Administrator
  - 2785 Assistant General Services Manager
  - 3233 Marina Associate Manager
  - 3426 Forester
  - 3486 Watershed Forester
  - 4310 Commercial Division Assistant Supervisor
  - 8315 Assistant Sheriff
  - 8348 Undersheriff
  - 8416 Director, Probation Services

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- 9247 Airport Emergency Planning Coordinator
- 9254 Assistant to the Director, Public Affairs
- 9382 Government and Public Affairs Manager

#### **C. Compensation Upon Transfer or Reemployment**

##### **a. Transfer**

157. An employee transferred from one department to another, but in the same job code, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

##### **b. Reemployment in Same Job Code Following Layoff**

158. 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.

#### **D. MCCP**

159. The provisions of this Section III.H.2. for Appointments, Step Increases, and Compensation Upon Transfer or Reemployment do not apply to employees allocated to the Management Classification/Compensation Plan (MCCP), or to employees whose designated pay plan is based on the pay plan of an MCCP-allocated position, except that Section III.H.2.A.a.1. shall apply to employees who are promoted into an MCCP class. Initial allocation to an MCCP class is not a promotion for purposes of this paragraph.

### **III.I. Methods of Calculation**

160. Monthly. 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.

161. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

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

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163. Weekly. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
164. Conversion of Annual or Monthly Rates to Bi-Weekly Rates. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:
165. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
166. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.
167. Daily Rates for Monthly and Bi-Weekly Employees. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).
168. Conversion to Bi-Weekly Rates. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

#### **III.J. Work Schedules**

##### **1. Regular Work Schedules**

169. Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
170. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules.

##### **2. Night Duty**

171. Employees who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a night duty premium. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his or her shift between 5:00 p.m. and midnight (12:00 a.m.). Employees shall be paid ten percent (10%) more than the base

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rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his or her shift between midnight (12:00 a.m.) and 7:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of (five) 5:00 p.m. and (seven) 7:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

#### **3. Alternate Work Schedule**

172. By mutual agreement the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

#### **4. Voluntary Reduced Work Week**

173. Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

### **III.K. Administrative Leave**

#### **1. Compensatory Time-Off**

174. Employees who promote from a job code that is not covered by this Agreement into a job code that is covered by this Agreement and who have unused compensatory time off balances in the prior class shall be permitted to carry forward into the new class earned but unused compensatory time off balances up to a maximum of 240 hours. Except as otherwise provided, covered employees shall have no right to accrue CTO in the future.

#### **2. Executive Leave**

175. Employees in the Executive Management bargaining unit (EM) are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly. EM employees shall receive five days of paid executive leave per year. Up to five (5) days of unused executive leave may be carried over into subsequent years. Executive leave may only be taken in paid time off and cannot be "cashed out." Employees who are appointed to a position in the M or MSA units from a position in the EM unit may not transfer unused executive leave to the new position.

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#### **3. Administrative Leave**

176. Employees in the Management bargaining unit (M) and Management-Special Assistant (M-SA) bargaining unit may earn up to one hundred (100) hours of paid administrative leave (AL) per year under the following conditions:
177. a. The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.
178. b. Accrual or use of AL must be approved in advance by the appointing officer. Approval to accrue or use AL shall not be unreasonably withheld.
179. c. An employee may carry forward up to one hundred (100) hours of earned but unused AL into the next fiscal year.
180. d. Employees shall not maintain balances of more than one hundred twenty (120) hours of AL.
181. e. Administrative leave may only be taken in paid time off and cannot be “cashed out.”
182. f. Employees who are appointed to a position in the EM unit from a position in the M or MSA unit may transfer up to 100 hours of accrued but unused administrative leave to the new position.
183. Where the City requires a non-EM unit employee to respond to a page or call during off-duty hours, the time required to do so will be creditable as Administrative Leave.

#### **III.L. Overtime**

184. Employees covered by the FLSA or designated by the City as “non-Z” who are required to work in excess of forty hours per week shall be paid at a rate of one and one-half times the regular base rate, except by mutual agreement such employee may accrue compensatory time at a rate of one and one-half times the overtime hours worked.
185. For purposes of this provision, holidays listed in section III.S. of this agreement shall be considered time worked.

#### **III.M. Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized**

186. 1. Employee job codes designated by the Z symbol are not permitted to earn overtime pay. The Z symbol may be suspended to allow overtime payment, subject to the availability

## **ARTICLE III – PAY, HOURS AND BENEFITS**

of funds, pursuant to approval of the Director of Human Resources. Overtime payments shall be limited to extraordinary circumstances which cannot be anticipated or addressed through normal scheduling and assignment of available personnel.

187. 2. Upon suspension of the Z symbol, employees may not earn or accrue administrative leave.

### **III.N. Fair Labor Standards Act**

188. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

### **III.O. Call Back**

189. Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

### **III.P. Pyramiding of Premiums**

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

### **III.Q. Notice or Pay in Lieu Thereof**

191. The City agrees that when involuntarily removing or releasing from employment a represented employee, the appointing officer will endeavor to inform the employee in writing at least thirty (30) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which s/he was informed.

#### **1. Layoff of Non-Exempt Employees**

192. In lieu of the above, when a represented employee in a permanent civil service position is laid off due to lack of work or lack of funds, the appointing officer will endeavor to inform the employee in writing at least sixty (60) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the employee a full sixty (60) days in advance, the employee shall receive pay in lieu of notice for the number of days less than sixty (60) upon which s/he was informed.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

#### **2. Return to an Underlying Position**

193. Notwithstanding the preceding paragraphs, an employee who has permanent civil service status in a position and who returns to that position according to the Civil Service Rules upon involuntary separation from his or her MEA position will be entitled to receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of his or her former MEA position and his or her pay in the underlying permanent civil service position.

#### **III.R. Severance Pay**

##### **1. Employees Without Underlying Rights**

194. In addition to any pay in lieu of notice to which a represented employee may be entitled, except as provided in this Section III.R., the City agrees that when involuntarily removing or releasing from employment a represented employee, the employee shall also receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof.

195. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section III.Q. or this Section III.R. and Retirement Restoration pay, if applicable, under Section III.EE. Failure by the City to provide a general release within the required notice period as prescribed above (including any paid period of notice) will result in an automatic extension of the paid notice period until the release has been provided.

##### **2. Employees with Underlying Rights**

196. Except as provided otherwise in this Section III.R., in the event a represented, exempt employee is involuntarily returned to a permanent job code, that employee may elect to separate from City Service and shall receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof.

197. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster) a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the

### **ARTICLE III – PAY, HOURS AND BENEFITS**

Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section III.Q, or this Section III.R. and Retirement Restoration pay, if applicable, under Section III.EE. Failure by the City to provide a general release within the required notice period as prescribed above (including any paid period of notice) will result in an automatic extension of the paid notice period until the release has been provided.

198. The City agrees to provide MEA with a current template for the release applicable to standard severance cases. This template may be updated as determined by the City. When such changes occur, the City will promptly provide an updated release template to MEA.
199. In order to receive severance pay, an eligible employee or MEA must notify the Appointing Officer or his/her designee that s/he elects to receive severance pay within thirty (30) days of notification of involuntary release or removal from employment.
200. Payment of severance is dependent upon approval by the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Authority, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor. Additionally, an employee eligible for severance pursuant to Sections III.R.1. and III.R.2. above may receive severance pursuant to either, but not both.
201. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the department from which he or she was released for two years from the date of release.

#### **III.S. Holidays**

##### **1. Recognized Holidays**

202. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

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

**ARTICLE III – PAY, HOURS AND BENEFITS**

December 25 (Christmas Day)

203. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
204. The City shall accommodate religious belief or observance of employees as required by law.
205. Five (5) additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be earned or granted for floating days off not taken.
206. Employees shall receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013, which shall be administered in the same manner as the floating holidays in the immediately preceding paragraph.
207. Notwithstanding the limitations above, any unused floating holidays, including those granted as a result of prior concessions, accrued through June 30, 2013 may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.
208. During Fiscal Years 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Except for days taken during Minimum Staffing Days, floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.
209. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
210. 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 a holiday.
211. 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

### **ARTICLE III – PAY, HOURS AND BENEFITS**

holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

#### **2. In-Lieu Holidays**

212. An employee required by his/her Appointing Officer to work on any of the above specified holidays is entitled to an in-lieu holiday to compensate for the holiday worked, to be scheduled as described below.
213. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
214. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
215. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

#### **3. Holidays for Employees on Work Schedules Other Than Monday Through Friday**

216. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
217. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
218. Non-FLSA exempt employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.
219. The provisions of this section shall apply to part-time employees on a pro-rata basis.
220. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer

### **ARTICLE III – PAY, HOURS AND BENEFITS**

additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

#### **4. Holiday Pay for Employees Laid Off**

221. 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 workdays shall be paid for the holiday at their normal rate of compensation.

#### **5. Employees Not Eligible for Holiday Compensation**

222. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

#### **6. Part-time Employees Eligible for Holidays**

223. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

224. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

225. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

### **III.T. Vacation**

226. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

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227. For informational purposes only, portions of Article II of the Administrative Code are found at Appendix E.

#### **III.U. Sick Leave**

##### **1. Accrual**

228. Award and accrual of sick leave benefits shall remain unchanged during the period of this Agreement. In addition, during the term of this agreement, no changes in sections of Civil Service Commission Rule 120 and 420 bargainable and arbitrable pursuant to Charter Section A8.409-3 may be implemented without the concurrence of the Association.

229. For informational purposes only, Civil Service Rule 120 prescribes the following rate of accrual for covered employees:

“Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.”

##### **2. Sick Leave with Pay Limitation**

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

231. Should the Civil Service Commission amend the Civil Service Rules to allow eligible employees covered by this Agreement to access their sick leave with pay credits after three continuous months of regularly scheduled paid service instead of requiring six continuous months of such service, San Francisco Administrative Code Chapter 12W Paid Sick Leave Ordinance shall be deemed expressly waived in its entirety by the Union.

232. Bereavement leave is administered according to Civil Service Rule 120, portions of which are repeated below for informational purposes only:

Under the following circumstances and subject to the following conditions, an employee is permitted to use sick leave for bereavement:

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Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

#### **III.V. State Disability Insurance (SDI)**

233. Upon a statement of a majority of members of a job code covered by this Agreement requesting that they be enrolled in the State Disability Insurance Program, the Department of Human Resources shall immediately take any and all necessary action to enroll such job code and all employees therein, in accordance with Administrative Code Section 16.9-31.
234. Employees enrolled in SDI prior to July 1, 2001, shall continue to be enrolled whether or not their job code is enrolled, provided however that if such an employee changes his or her job code on or after January 1, 2002, his or her enrollment status will be determined by job code.
235. Notwithstanding the above provisions, all employees who enter the MEA bargaining unit on or after July 1, 2012 will be enrolled in the State Disability Insurance Program.
236. Upon request by the Association, the City shall meet to discuss the implementation of SDI for MEA represented classes and units during the term of this agreement.

#### **III.W. Unpaid Furloughs**

237. There shall be no mandatory unpaid administrative leave (furlough) for represented employees.

#### **III.X. Management Flex Spending Compensation Package**

238. For Fiscal Years 2012-2013 and 2013-2014 the City shall contribute the following based on the employee's enrollment status with the Health Service System:

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Employee Only or Unenrolled: \$726.04 per month through December 31, 2014, and 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level thereafter, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 2 or more: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Services Board.

239. The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.
240. A plan year may be modified by mutual agreement. Such agreement must be confirmed in writing.
241. The elements of this package shall include but are not limited to: dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.
242. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.
243. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
244. The City acknowledges its obligation to provide the cafeteria plan and its benefits. If the City is responsible for a violation of this Section (III.X), the City acknowledges that it is responsible to make the affected member whole, which may include providing the covered benefits described in the plan at issue or reimbursing the member for the cost of providing those benefits, as appropriate. The City agrees to make best efforts to expedite resolution of problems and disputes arising under this section.

#### **III.Y. Provisional, Temporary and Temporary Exempt Eligibility for Health Service System**

245. Provisional, temporary and temporary exempt employees who have served more than 1,040 hours of continuous service, whose regular work week at the time of inclusion in the system is

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not less than twenty (20) hours, shall be eligible for membership in the Health Service System (health plan coverage).

**III.Z. Retirement**

246. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that an MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
247. Represented employees who are members of SFERS agree to pay their own retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.
248. The following is provided for informational purposes only. The Charter currently mandates a 7.5% contribution for miscellaneous employees who became members of SFERS on or after November 2, 1976, and 8.0% for miscellaneous employees who became members of SFERS prior to November 2, 1976. In addition, it provides for an increase or decrease to those contributions based upon the City’s contribution to SFERS:

Employer Contribution Rate for Comparable SFERS Employees	\$50k < Misc < \$100k	Misc Safety >\$100k	Safety
0%	(4.0%)	(5.0%)	(6.0%)
0.01% - 1.0%	(4.0%)	(4.5%)	(5.0%)
1.01% - 2.5%	(3.75%)	(4.25%)	(4.75%)
2.51% - 4.0%	(3.5%)	(4.0%)	(4.5%)
4.01% - 5.5%	(2.5%)	(3.0%)	(3.5%)
5.51% - 7.0%	(2.0%)	(2.5%)	(3.0%)
7.01% - 8.5%	(1.5%)	(2.0%)	(2.0%)
8.51% - 10.0%	(1.0%)	(1.5%)	(1.5%)
10.01% - 11.0%	(0.5%)	(0.5%)	(0.5%)
11.01% - 12.0%	0%	0%	0%
12.01% - 13.0%	0.5%	0.5%	0.5%
13.01% - 15.0%	1.0%	1.5%	1.5%
15.01% - 17.5%	1.5%	2.0%	2.0%
17.51% - 20.0%	2.0%	2.5%	3.0%
20.01% - 22.5%	2.5%	3.0%	3.5%
22.51% - 25.0%	3.5%	4.0%	4.5%
25.01% - 27.5%	3.5%	4.0%	4.5%

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27.51% - 30.0%	3.75%	4.25%	4.75%
30.01% - 32.5%	3.75%	4.25%	4.75%
32.51% - 35.0%	4.0%	4.5%	5.0%
35.01% +	4.0%	5.0%	6.0%

Please consult the Charter for complete information and updates.

**249. Employee payment of employee contribution to CalPERS**

For the duration of this agreement, represented employees in CalPERS shall pay the employee share of mandatory retirement contributions, effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or percentage of, salary; and
- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

250. Any City pickup of an employee's mandatory contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of, or percentage of salary.

251. The retirement benefits for class 8315 Assistant Sheriff and class 8348 Undersheriff are established by Charter Section A8.506, which authorizes the Board of Supervisors to enter into a contract with the Public Employees Retirement System (PERS) for that purpose. In connection with any recommendation by the City that the contract with PERS be amended, the Association agrees, on behalf of these employees, to enter into a cost sharing agreement, set forth in a side letter, which shall be filed with the Ordinance approving the contract amendment.

252. If the voters approve an amendment to Charter Section A8.506-2 [Miscellaneous Safety Employees] to delete the "no net increase in cost" requirement in that section, the City agrees to meet and confer with the Association over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements. As set forth in Charter Section A8.409-5, the

**ARTICLE III – PAY, HOURS AND BENEFITS**

parties acknowledge that this paragraph is not subject to Charter Section A8.409’s impasse resolution procedures.

253. CALPERS Prop. C Employee Cost-Sharing:

A. The parties recognize the requirement under Charter Sections A8.409-9 and A8.590-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter’s SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.409-9 and A8.590-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, CalPERS bargaining unit members shall make the mandatory statutory employee contribution described in Section III.Z. (Paragraph 249) plus an additional mandatory contribution to effectuate San Francisco Charter Sections A8.409-9 and A8.590-9 (the “Prop. C contribution”). The Prop. C contribution is determined as set forth in the chart below based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the additional payment to CalPERS (the “Prop. C Contribution”) will be 3% of covered compensation for bargaining unit members, except for members in safety classifications 8315 and 8348. For members in safety classifications 8315 and 8348, the Prop C Contribution will be 3.5% of covered compensation for FY2012-2013.

Employer Contribution Rate for Comparable SFERS Employees	Misc Safety >\$100k	Safety
0%	(5.0%)	(6.0%)
0.01% - 1.0%	(4.5%)	(5.0%)
1.01% - 2.5%	(4.25%)	(4.75%)
2.51% - 4.0%	(4.0%)	(4.5%)
4.01% - 5.5%	(3.0%)	(3.5%)
5.51% - 7.0%	(2.5%)	(3.0%)
7.01% - 8.5%	(2.0%)	(2.0%)
8.51% - 10.0%	(1.5%)	(1.5%)
10.01% - 11.0%	(0.5%)	(0.5%)
11.01% - 12.0%	0%	0%
12.01% - 13.0%	0.5%	0.5%
13.01% - 15.0%	1.5%	1.5%
15.01% - 17.5%	2.0%	2.0%

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17.51% - 20.0%	2.5%	3.0%
20.01% - 22.5%	3.0%	3.5%
22.51% - 25.0%	4.0%	4.5%
25.01% - 27.5%	4.0%	4.5%
27.51% - 30.0%	4.25%	4.75%
30.01% - 32.5%	4.25%	4.75%
32.51% - 35.0%	4.5%	5.0%
35.01% +	5.0%	6.0%

**C. The Prop. C Contribution:**

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;
- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of salary.

D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under Section III.Z. (Paragraph 249) to the extent of the Prop. C Contribution.

Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase in the employee contribution to CALPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to

### **ARTICLE III – PAY, HOURS AND BENEFITS**

the impasse resolution procedures and criteria set forth in Charter Section A8.409-4 or A8.590-5, as applicable.

254. The following represented classifications are currently members of PERS:

- 8148 Chief District Attorney's Investigator
- 8150 Principal District Attorney's Investigator, Special Unit
- 8315 Assistant Sheriff
- 8326 Assistant Director, Log Cabin Ranch
- 8330 Director, Log Cabin Ranch
- 8340 Assistant Director, Juvenile Hall
- 8344 Director, Juvenile Hall
- 8348 Undersheriff
- 8413 Asst. Chief Probation Officer
- 8416 Director, Probation Services
- 8418 Chief Probation Officer, Juvenile Court
- 8435 Division Director, Adult Probation
- 8436 Chief Adult Probation Officer
- 8438 Chief Deputy Adult Probation Officer
- 8470 Executive Director, County Parole Commission

#### **III.AA. Retirement Planning Seminar**

255. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
256. 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 release from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
257. All such seminars must be located within the Bay Area.
258. This section shall not be subject to the grievance procedure.

#### **III.BB. Life Insurance**

259. The City shall purchase a \$50,000 life insurance policy for each represented employee. This section shall not diminish any existing rights of MEA represented employees to purchase supplemental coverage through the Management Flex Spending Compensation Package.

## **ARTICLE III – PAY, HOURS AND BENEFITS**

### **III.CC. Capital Improvement Program (CIP)**

#### Pilot Capital Project Incentive Program

260. Employees in classes which directly supervise employees represented by IFPTE Local 21 in classes eligible to participate in the Pilot Capital Project Incentive Program described in the MOU between the City and IFPTE Local 21 (“qualifying employees”), shall receive a correlate performance-based monetary incentive.

### **III.DD. Parental Release Time**

261. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee’s children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
262. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.
263. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child’s parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.
264. Denial of Parental Leave under this section is not subject to the grievance process.

### **III.EE. Retirement Restoration Payment**

265. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage concessions in Fiscal Years 2010-2011 or 2011-2012 described in paragraphs 110 and/or 112 of the parties’ 2006-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the concessions described in paragraphs 110 and/or 112 of that Agreement for the period used by the applicable retirement system to determine the employee’s final compensation for retirement purposes (Final Compensation Period).
266. Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of five (5) days to vacation days upon retirement. Due to the mix of concessions, of the twelve (12) floating holidays described in paragraphs 208 and 209 of the parties’ 2006-2012 Agreement,

**ARTICLE III – PAY, HOURS AND BENEFITS**

the maximum number of floating holidays re-designated as vacation days shall be nine (9) for “new plan” employees. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken five (5) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last 30 days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

## **ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

### **ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

#### **IV.A. Management Training Funds**

267. The City shall make available and HRD shall budget \$200,000 each year for the purpose of management training of MEA-represented employees.
268. Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences, executive coaching, and professional association memberships, professional software, books and subscriptions. Employees may also use up to \$1,000 of the maximum funds available to them for the purchase of Personal Digital Assistants and laptop computers, to the extent that these items would be used in the performance of their City duties.
269. In addition, subject to approval by the Department of Human Resources and to the extent funds are available, employees may utilize up to \$1,000 of the funds available to them for that fiscal year under this article to pay for the cost of reasonable and necessary travel and lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo; however, a \$50 per diem allowance may be submitted when traveling on approved training. The City shall not utilize these funds to supplant existing budgeted training programs. Only Management Training Funds available as of June 30, 2012 shall be rolled over into subsequent fiscal years until such funds are exhausted.
270. For each fiscal year, the total expenditure of available management training funds, including amounts remaining from prior year allocations, will not exceed 125% of the current annual allocation.

#### **IV.B. Leadership Development Program**

271. The City agrees to fund, develop, and implement a leadership development program for City managers. The parties will meet to discuss and review components of the proposed curriculum, methods of presentation, and implementation, with the goal of offering the first elements of the program by January 1, 2013.
272. Upon mutual agreement between MEA and the City, completion of certain elements of the program may be identified as required of all managers. Unit members will participate on City time. Topics will include, but not be limited to, strategic planning, communication, fiscal management, knowledge transfer, emotional intelligence, and workforce planning. The program will be funded and presented through DHR.

**ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

**IV.C. Paid Status During Training**

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

**IV.D. P.O.S.T. (Peace Officer Standards and Training) Premiums**

274. Employees in represented job codes which have Peace Officer or limited Peace Officer status pursuant to state law shall be eligible for a P.O.S.T. premium as follows:
275. A premium of 4% of base wage rate shall be paid for the possession and maintenance of an intermediate P.O.S.T. certificate OR a premium of 6% of base wage rate shall be paid for the possession and maintenance of an advanced P.O.S.T. certificate.

**IV.E. Reimbursement for Licenses, Certificates, and Professional Memberships**

276. The City shall reimburse members for the cost of required professional licenses, certificates, and memberships.

## **ARTICLE V – WORKING CONDITIONS**

### **ARTICLE V: WORKING CONDITIONS**

#### **V.A. Health and Safety**

277. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The Association agrees that it shares the responsibility for these efforts, as do City employees.
278. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.

#### Right to Know

279. Material Safety Data sheets shall be available for inspection by employees or their Association representative.

#### **V.B. Safety Equipment for Peace Officers**

280. The following provisions apply to employees in represented job codes which have peace officer or limited peace officer status pursuant to state law:
281. 1) The City will make available \$100.00 worth of on duty or practice ammunition during each year of this Agreement for employees authorized to carry firearms as part of their job duties.
282. 2) The City will reimburse employees up to \$500.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts. For District Attorney Investigators the City will reimburse employees up to an additional \$500.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts.
283. 3) The City will reimburse employees in class 8348 Undersheriff up to \$775.00 one time during the term of this Agreement for required uniforms.

**ARTICLE V – WORKING CONDITIONS**

**V.C. Mileage Reimbursement**

284. Employees shall be reimbursed at the Controller's certified rate per mile when required to use their personal vehicle for City business.

**V.D. Parking Facilities**

285. Parking fees for represented employees will be set in accordance with Administrative Code Section 4.24 (See Appendix C).

**ARTICLE VI – IMPLEMENTATION AND TERM OF AGREEMENT**

**ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT**

**VI.A. Scope of Agreement**

286. This Agreement sets forth the full and entire understanding of the parties. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

**VI.B. Savings Clause**

287. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

**VI.C. Omissions and Assumptions**

288. Conditions of employment, bargainable and arbitrable pursuant to Charter Section 8.409-3, in effect on the date of this Agreement, which are set forth in the rules and regulations of the Civil Service Commission and Charter, which are not inconsistent with the terms of this Agreement, shall be maintained in full force and effect during the term hereof except as otherwise specifically provided in this agreement except as mutually agreed.

**VI.D. Duration of Agreement**

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



Appendix A

The parties agree that the removal of obsolete job codes from this Appendix A is not intended to impact civil service rights, if any, of former incumbents in such job codes.

**Municipal Executives Association Represented Job Codes**

Job Code	Title	Unit
0922	Manager I	M
0923	Manager II	M
0931	Manager III	M
0932	Manager IV	M
0933	Manager V	M
0941	Manager VI	M
0942	Manager VII	M
0943	Manager VIII	M
0951	Deputy Director I	EM
0952	Deputy Director II	EM
0953	Deputy Director III	EM
0954	Deputy Director IV	EM
0955	Deputy Director V	EM
0961	Department Head I	EM
0962	Department Head II	EM
0963	Department Head III	EM
0964	Department Head IV	EM
0965	Department Head V	EM
1071	IS Manager	M
1107	Deputy Director, Rent Arbitration Board	M
1110	Executive Assistant to Executive Director, Retirement Sys	M
1117	Deputy Director for Investments, Retirement System	EM
1118	Customer Services Division Manager	M
1161	Executive Assistant to the Administrator, SFGH	M
1163	Executive Assistant to the Director of Health	M
1164	Administrator, SFGH Medical Center	EM
1237	Training Coordinator	M
1248	Assistant Deputy Director, Human Resources	M
1270	Departmental Personnel Officer	M
1272	Senior Departmental Personnel Officer	M
1372	Special Assistant XIII	M-SA
1373	Special Assistant XIV	M-SA
1374	Special Assistant XV	M-SA
1375	Special Assistant XVI	M-SA
1376	Special Assistant XVII	M-SA
1377	Special Assistant XVIII	M-SA
1378	Special Assistant XIX	M-SA

**APPENDIX A**

<b>Job Code</b>	<b>Title</b>	<b>Unit</b>
1379	Special Assistant XX	M-SA
1380	Special Assistant XXI	M-SA
1381	Special Assistant XXII	M-SA
1666	Finance Director, Department of Public Health	M
1675	Supervisor Fiscal Officer	M
1839	Water Conservation Administrator	M
1843	Executive Director, SE Community Facility Commission	M
2143	Hospital Assistant Administrator	M
2246	Assistant Director of Clinical Services I	M
2248	Assistant Director of Clinical Services II	M
2466	Chief Microbiologist	M
2620	Food Service Manager Administrator	M
2785	Assistant General Services Manager	M
3233	Marina Associate Manager	M
3426	Forester	M
3464	Area Supervisor, Parks, Squares & Facilities	M
3486	Watershed Forester	M
4310	Commercial Division Assistant Supervisor	M
5189	Manager, Utilities Engineering Bureau, PUC	EM
8148	Chief District Attorney Investigator	M
8150	Principal District Attorney's Investigator, Special Unit	M-DA
8186	Attorney for the Public Administrator	M
8220	Director, Parking Enforcement	M
8263	Crime Lab Manager	M
8315	Assistant Sheriff	EM
8326	Assistant Director, Log Cabin Ranch	M
8330	Director, Log Cabin Ranch	M
8340	Assistant Director, Juvenile Hall	M
8344	Director, Juvenile Hall	EM
8348	Undersheriff	EM
8413	Assistant Chief Probation Officer, Juvenile Probation	M
8416	Director, Probation Services	EM
8418	Chief Probation Officer, Juvenile Court	EM
8435	Division Director, Adult Probation	EM
8436	Chief Adult Probation Officer	EM
8438	Chief Deputy Adult Probation Officer	EM
8516	Assistant Sheriff (SFERS)	EM
8518	Undersheriff (SFERS)	EM
8556	Chief District Attorney Investigator (SFERS)	M
8558	Principal District Attorney Investigator, Special Unit (SFERS)	M-DA
8574	Assistant Director, Log Cabin Ranch (SFERS)	M
8576	Director, Log Cabin Ranch (SFERS)	M
8578	Assistant Director, Juvenile Hall (SFERS)	M
8580	Director, Juvenile Hall (SFERS)	EM
8582	Assistant Chief Probation Officer, Juvenile Probation (SFERS)	M
8584	Director, Probation Services (SFERS)	EM

**APPENDIX A**

<b>Job Code</b>	<b>Title</b>	<b>Unit</b>
8586	Chief Probation Officer, Juvenile Court (SFERS)	EM
8588	Division Director, Adult Probation (SFERS)	EM
8590	Chief Adult Probation Officer (SFERS)	EM
8592	Chief Deputy Adult Probation Officer (SFERS)	EM
9161	Assistant Chief, Bureau of Claims Invest & Admin	M
9222	Airport Operations Coordinator	M
9247	Airport Emergency Planning Coordinator	M
9251	Public Relations Manager	M
9254	Assistant to the Director, Public Affairs	M
9258	Airport Assistant Deputy Director, Business and Finance	M
9375	Assistant Deputy Director, Port	M
9382	Government and Public Affairs Manager	M

**Appendix B**

Charles Askin  
Norman Brand  
Alexander "Buddy" Cohn  
Frank Silver  
Matthew Goldberg  
Carol Ventrillo  
Katherine Thompson

\*This list may be amended by mutual agreement. Such agreement must be confirmed in writing.

**APPENDIX C**

**Appendix C**

For Reference: Administrative Code SEC. 4.24. PARKING FEE FOR CITY PARKING FACILITIES.

Where the City provides parking to City employees or to City tenants at facilities under the City's management or control, the City may charge the following monthly fee for parking to those employees or tenants:

The price of a Municipal Railway monthly pass plus \$10.00, or the existing amount being charged as of May 31, 2004, whichever is higher.

This section shall not apply to parking facilities under the management or control of the San Francisco Parking Authority, the Airport, or the Port. (Added by Ord. 182-04, File No. 040743, 7/22/2004)

**Appendix D**

Status Grants

Permanent employees will be granted status rights (no examination required) by the Human Resources Director if the top step of their current classification is 7 ½% or less than the top step of the new MCCP class.

The Human Resources Director will request authorization from the Civil Service Commission to grant status rights to permanent employees where the top step of their current classification is more than 7 ½% over the top step of the new MCCP class.

If probation was not completed at the time of the status grant appointment, the probationary period will be adjusted in the new classification to credit the probationary time already served.

Status rights exercised in the new classification in the same department will not require an examination or probationary period.

**Appendix E**

**Award and Accrual of Vacation**

No employee is entitled to a vacation allowance until the employee has completed one year of continuous service.

For purposes of determining the vacation allowance the anniversary date for an employee shall be the first date of employment in the current period of continuous service.

An employee who has completed one year of service shall accrue vacation allowance at the rate of .0385 of an hour for each hour of qualifying service. An employee who has completed five years of continuous service shall accrue thereafter a vacation allowance at a rate of .0577 of an hour for each hour of paid service. An employee who has completed 15 years of continuous service shall accrue a vacation allowance at a rate of .077 of an hour for each hour of paid service.

No employee shall be credited with more than 2080 hours of paid service in any 12 month period for purposes of computing the vacation allowance.

The maximum number of vacation hours which an employee may accrue is as follows:

Years of Continuous Service	Maximum Accrual
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

**Appendix F**

This Agreement uses the terms “salary grade” and “job code” where the predecessor Agreement used “salary schedule” and “classification.” This change is intended to ensure consistency with the City’s personnel administration software; it shall not change the substantive meaning of any provision of this Agreement or alter in any way the rights and responsibilities of the parties from the prior Agreement usage.

Appendix G

**Seniority List—IS Seniority Implementation\***

\* The following seniority applies if the listed employees are allocated to class 1071 or 1073 by the Director of Human Resources.

**IS MANAGERS**

**Seniority Last Name First Name Appt Date Class at Appt**

1	Kobaris	John	2/3/77	1884
2	Barr	John	3/21/80	1877
3	Robinson	Marianne	11/3/81	1881
4	Tobacka	Kathleen	2/3/81	1880
5	Lowy	Samuel	2/18/83	1880
6	Loftis	Richard	12/7/83	1883
7	Hack	Richard	5/21/83	1880
8	Chavira	Vivian	9/23/84	1821
9	Healy	James	1/8/86	1880
10	Loonks	Madrey	4/2/86	1880
11	Chicagno	Samuel	6/27/86	2143
12	Robinson	James	7/21/87	1880
13	Tashiri	Keenan	2/2/88	1880
14	Beran	Lynn	3/27/88	A379
15	Beola	Ashour	12/1/88	1821
16	Lee	Archibald	2/1/89	1880
17	Sato	Dennis	3/2/89	2143
18	Abel	James	4/1/89	1821
19	Grimes	Michael	5/1/89	1880
20	Taylor	Michael	9/4/91	1880
21	Vincent-James	Deborah	10/10/91	1880
22	Richards	Linda	12/2/91	1879
23	Abrego	Joe	1/4/92	A651
24	Line	Richard	3/1/93	1880
25	McClain	John	12/21/93	1821
26	Grosvant	Dick	1/1/94	A981
27	Pat	Daniel	6/20/94	1880
28	Abartz	Fernando	7/11/95	1880
29	Lillegard	Shirley	8/26/96	1373
30	Bassett	John	11/17/97	1880
31	Applegate	John	1/3/98	1880
32	Colchado	Estimote	2/2/98	1821
33	Yellax	Harry	2/4/98	1880
34	Healy	Paulina	2/5/98	1880
35	Guarneras	Alvin	5/29/98	1880
36	Jacobs	Doana	4/19/98	1880
<b>IS Director</b>				
1	Couster	Dave	10/20/92	A971
2	Josephson	Jeanica	3/28/92	1882

## **Appendix H**

### Civil Service Rule Sec. 117.2 Definition of Probationary Period

The probationary period is defined as:

117.2.1 The final and most important phase of the selection process and is to be used for evaluating the performance of an employee in the position to which appointed; and

117.2.2 A period of regularly scheduled hours worked, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.



In Witness Hereof, the parties have executed this AGREEMENT this 20<sup>th</sup> day of June, 2012.

FOR THE CITY

Martin Gran  
Martin Gran  
Employee Relations Director  
Date

FOR THE UNION

Rebecca Rhine 5/22/12  
Rebecca Rhine  
Municipal Executives' Association  
Date

Micki Callahan 6/22/12  
Micki Callahan  
Human Resources Director  
Date

Approved As To Form:

DENNIS J. HERRERA  
City Attorney

Elizabeth Salveson 5/14/12  
By: Elizabeth Salveson  
Chief Labor Attorney  
Date

