



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

&

SAN FRANCISCO BUILDING & CONSTRUCTION TRADE COUNCIL UNIONS

EFFECTIVE JULY 1, 2016 – JUNE 30, 2019

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I. REPRESENTATION

Pursuant to the provisions of the Educational Employment Relations Act, Government Code Section 3540 et seq. (“EERA”), the Board of Trustees of the San Francisco Community College District (hereafter “Board” or “District”) hereby recognizes the SAN FRANCISCO BUILDING AND CONSTRUCTION TRADE COUNCIL UNIONS (“SFBCTCU”) as the sole and exclusive representative of a crafts unit consisting of employees in the classifications designated in Section I.A below.

- Northern California Carpenters Regional Council/Local 22
- District Council of Painters No. 16/Local 1176
- Teamsters Local 853, West Bay Division, International Brotherhood of Teamsters
- International Brotherhood of Electrical Workers, Local 6
- Laborers International Union of North America, Local 261
- United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local 38

(hereafter collectively referred to as SFBCTCU)

A. RECOGNITION

The bargaining unit consists of full-time employees in the following classifications:

| | |
|------|---------------------------------|
| 3417 | Gardener |
| 3419 | Municipal Stadium Groundskeeper |
| 3422 | Park Section Supervisor |
| 3428 | Nursery Specialist |
| 6333 | Senior Building Inspector |
| 7226 | Carpenter Supervisor I |
| 7238 | Electrician Supervisor I |
| 7242 | Painter Supervisor I |
| 7342 | Locksmith |
| 7344 | Carpenter |
| 7345 | Electrician |
| 7346 | Painter |
| 7347 | Plumber |
| 7348 | Steamfitter |
| 7355 | Truck Driver |

In addition, if the District employs employees in the classification of 7213 Plumber Supervisor I, those employees shall be included in the bargaining unit.

ARTICLE I – REPRESENTATION

1 When a District manager responsible for hiring notifies the District’s Human
2 Resources Office of the intended use of a “new SFBCTCU classification,”
3 defined below, the District’s Human Resources Office shall notify all classified
4 employee organizations that the District proposes to place such classification in
5 the SFBCTCU bargaining unit. Absent the filing of an appropriate Public
6 Employment Relations Board petition by another labor organization within 30
7 days of such notice, the “new SFBCTCU classification” shall be included in the
8 SFBCTCU bargaining unit.

9 “New SFBCTCU classification” means a classification presently represented by
10 the SFBCTCU within the City and County of San Francisco.

11 Newly created classifications which share a community of interest with
12 classifications represented by the SFBCTCU at City College shall be included in
13 the SFBCTCU unit.

14 Managers, supervisors, and confidential employees as defined in EERA Section
15 3540.1 shall be excluded from the bargaining unit.

16 The terms and conditions of this Agreement shall also automatically be applicable
17 to any classification which is accreted to the unit covered by this Agreement
18 during its term. This Agreement shall not automatically extend to bargaining
19 units for which the SFBCTCU has established a representative status through
20 affiliations or service agreements. Upon request of the SFBCTCU, the District
21 will meet with the coalition in good faith concerning proposed changes to
22 bargaining units, with any dispute going to PERB for determination.

23 **B. INTENT**

24 It is the intent of the parties signatory hereto that the provisions of this collective
25 bargaining agreement (hereafter “Agreement”) shall not become binding until
26 adopted or accepted by the Board by appropriate action and ratified by the
27 membership of the SFBCTCU unit.

28 Moreover, it is the intent of the Board of Trustees acting on behalf of the District
29 in signing this Agreement to agree to wages, hours, and other terms and
30 conditions of employment as are within the Board’s jurisdiction, powers, and
31 authority to act as defined by state law, California Constitution and other
32 applicable bodies of the law.

33 **C. MANAGEMENT RIGHTS**

34 Except to the extent that there is contained in this Agreement any express and
35 specific provision to the contrary, all of the authority, power, rights, jurisdiction,
36 and responsibility of the District are retained by and reserved exclusively to the
37 District, including but not limited to the right: to direct employees; to hire,
38 promote, transfer, assign and retain employees within the bargaining unit; to

ARTICLE I – REPRESENTATION

1 suspend and discharge employees for just cause; to relieve employees from duties
2 because of lack of work or funds; to maintain the efficiency of the operations; and
3 to determine the methods, means, processes and personnel by which such
4 operations are to be conducted.

5 The District has the right to promulgate reasonable rules and regulations
6 pertaining to the employees covered by this Agreement so long as these rules and
7 regulations or any of the other rights in this Article do not conflict with any term
8 or condition of this Agreement, or applicable public law.

9 **D. DISCIPLINE**

10 1. Definition of Discipline

11 Disciplinary Actions are defined as a dismissal/termination/separation for
12 cause (hereafter dismissal), suspension for cause, and written warnings
13 issued for cause.

14 2. Application

15 The provisions of this Article shall apply to permanent employees who are
16 members of the bargaining unit as provided herein.

17 Probationary employees are excluded from the provisions of this Article.
18 At any time prior to the expiration of the probationary period, the District
19 may, at its discretion, release a probationary employee.

20 3. Causes for Discipline

21 Unit members may be disciplined for cause. Reasonable cause will
22 include but is not limited to circumstances such as the following:

23 a. Violation of any written or existing District policies, rules and
24 regulations or the rules and regulations of a federal, state or local
25 government agency which are applicable to public schools.

26 b. Failure to perform adequately the duties of the position held.

27 c. Failure to maintain licenses or certificates required by law, District
28 requirements, or job description.

29 d. Immoral or unprofessional conduct.

30 e. Dishonesty.

31 f. Conviction of a felony or of any crime involving moral turpitude.

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- 1 g. Intoxication or the use of non-prescribed controlled substances while
2 on duty.
- 3 h. Physical or mental incapacity to perform adequately on the job (in
4 accord with Article II.B).
- 5 i. Excessive absences and/or tardiness.
- 6 j. Inexcusable absence without leave.
- 7 k. Insubordination.
- 8 l. Misuse of District property.

9 4. Progressive Discipline

10 Progressive discipline shall be utilized except when the conduct involved
11 is of such a nature that progressive discipline normally would not result in
12 correcting the conduct or the conduct is of such a nature that immediate or
13 more severe action is warranted. The sequence of progressive discipline,
14 in appropriate circumstances, shall consist of oral warning/reprimand,
15 written warning/reprimand, suspension, and dismissal.

16 Consistent with applicable law, a unit member may be represented, upon
17 request, at any disciplinary meeting or hearing.

18 5. Types of Discipline

19 a. Oral Warnings/Reprimands

20 An oral warning/reprimand is an oral notification that an
21 employee's performance and/or behavior must be improved. An
22 employee who disagrees with the oral warning/reprimand may
23 request a conference with his/her supervisor to discuss the
24 performance and/or behavior issues which are the subject of the
25 oral warning/reprimand. The employee may request the presence
26 of an SFBCTCU representative at the conference. The conference
27 shall be held at a mutually agreeable time. The supervisor's
28 decision to issue an oral warning/reprimand shall not be
29 appealable.

30 b. Written Warnings/Reprimands

31 A supervisor may for cause issue and deliver a written
32 warning/reprimand for employee acts or omissions at any time.
33 Employees shall be furnished one copy of the written
34 warning/reprimand at the time the material is placed in the

ARTICLE I – REPRESENTATION

1 employee's personnel file. The employee may, within thirty (30)
2 calendar days, respond to such material. Any response will be
3 placed in the personnel file with the original document.

4 c. Suspension for Cause

5 i. The Vice Chancellor of Human Resources, or designee,
6 may for just cause suspend an employee for a period not to
7 exceed thirty (30) calendar days upon (a) notification to the
8 employee in writing of the reasons for such proposed
9 suspension; and (b) completion of the Skelly process
10 described below. Written notice of the proposed
11 suspension shall be served in person or by registered or
12 certified mail to the employee at his/her last known
13 address. A copy of this notification shall be mailed to
14 SFBCTCU at the same time, unless the employee has
15 previously requested otherwise.

16 ii. Such proposed suspension shall be based upon specific
17 charge(s), shall be in writing and shall include:

- 18 • The reasons for the proposed suspension,
- 19 • The right to a Skelly hearing,
- 20 • The right to be represented by a person of his/her choice,
21 and
- 22 • Shall have attached supporting documentation and
23 pertinent rules or regulations cited that supervision relies
24 upon in the intent to impose such discipline.

25 d. Dismissal for Cause

26 i. Dismissal shall be exclusively processed and determined in
27 accordance with the following procedure.

28 ii. An employee may be dismissed for cause at any time by
29 the Chancellor/Appointing Officer Designee, Vice
30 Chancellor of Human Resources. Written notice of the
31 intent to dismiss shall be served in person or by registered
32 or certified mail to the employee at his/her last known
33 address. A copy of this notification shall be mailed to
34 SFBCTCU at the same time, unless the employee requests
35 otherwise.

36

ARTICLE I – REPRESENTATION

1 iii. Such dismissal shall be based upon specific charge(s), shall
2 be in writing and shall include:

- 3 • The reasons for dismissal,
- 4 • The right to a Skelly hearing,
- 5 • The right to be represented by a person of his/her choice,
6 and
- 7 • Shall have attached supporting documentation and
8 pertinent rules or regulations cited that supervision relies
9 upon in the intent to impose such discipline.

10 6. Skelly Rights (Suspension and Dismissal Only)

11 a. At the time the Chancellor/Appointing Officer Designee notifies the
12 employee of the District's intent to suspend or dismiss, the
13 Chancellor/Appointing Officer Designee shall schedule a Skelly
14 rights hearing no less than ten (10) work days and no more than
15 fifteen (15) work days after the date of the notice and shall notify the
16 employee and SFBCTCU of the date, time and location of the
17 hearing. The Skelly hearing may be rescheduled by mutual
18 agreement. The Chancellor/Appointing Officer Designee conducting
19 the hearing shall not be the same individual who issued the
20 determination to suspend.

21 b. Suspensions and dismissals will normally be held in abeyance
22 pending Skelly hearing before the Chancellor/Appointing Officer
23 Designee, except that for any cause where acts or omissions involve
24 misappropriation of public funds or property, misuse or destruction
25 of public property, drug addiction or habitual intemperance,
26 mistreatment of persons, immorality, acts which would constitute a
27 felony or misdemeanor, or acts which present danger to public health
28 or safety, or health or safety of students, or employees, the District
29 may suspend the unit member without pay pending a hearing.

30 c. The final decision by the Chancellor/Appointing Officer Designee
31 shall be issued within seven (7) work days after the hearing. Such
32 decision shall be in writing and shall be final as to both District and
33 employee and shall not be appealable except for dismissed
34 permanent employees (Civil Service and Civil Service Exempt) as
35 provided below.

36

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7. Advisory Arbitration (Dismissal Only)

a. Within ten (10) work days after receipt of the decision of the Chancellor/Appointing Officer Designee, SFBCTCU may, by written notice to the Vice Chancellor, Human Resources, submit an appeal on behalf of a dismissed permanent employee challenging the dismissal to advisory arbitration. Within ten (10) work days of the filing of said request, or such other time as the parties may mutually agree, the Vice Chancellor, Human Resources, or his/her designee, and a representative of SFBCTCU shall endeavor to reach agreement upon the Arbitrator. If agreement is not reached within this time period, plus any mutually-agreed upon extensions, the parties shall jointly submit to the American Arbitration Association a request for the submission to representatives of the parties of a list containing the names of seven (7) arbitrators. Upon receipt of the list, the parties shall alternately strike names from the list, and the name which remains shall be the designated arbitrator. By mutual agreement, the AAA rules governing expedited arbitration may be utilized.

b. The arbitrator shall conduct a hearing at which both parties may present evidence, both documentary and testimonial. After concluding the hearing, including the receipt of any post-hearing briefs which the arbitrator shall permit, the arbitrator shall prepare a written report listing the issue(s) to be decided, as presented by the parties, the pertinent facts as found by the arbitrator, and an advisory recommendation for resolution of the issue(s). This report shall be transmitted to SFBCTCU and the Vice Chancellor, Human Resources.

c. The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement, rule on any matter involving a performance evaluation or rule on the failure of the District to re-employ any exempt Civil Service employee or a District determination to release a probationary employee.

d. All expenses of the arbitrator, a certified reporter, and hearing room costs, if any, shall be borne equally by the parties.

Each party shall bear the full costs for its representation; all other costs or expenses shall be borne by the incurring party; neither party shall be responsible for the expense of any witness called by the other party except that, in the case of employees of the District, they shall be compensated by the District for testimony during what would otherwise be working time, subject to the arbitrator's ability to regulate the order, number and presentation of witnesses.

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- 1 e. The advisory recommendation of the arbitrator shall become final,
2 and shall be implemented by the parties unless, within fifteen (15)
3 work days of receipt of the arbitrator's report and advisory
4 recommendation either the Vice Chancellor, Human Resources, or
5 SFBCTCU shall have appealed in writing the arbitrator's report and
6 advisory recommendation to the Board. Any appeal submitted to the
7 Board pursuant to this section shall be in writing, and shall state with
8 particularity the issue(s) which the appealing party wishes the Board
9 to consider.
- 10 f. The Board of Trustees may sustain, modify, or reject the advisory
11 recommendation of the arbitrator.
- 12 g. The decision of the Board of Trustees is final.
- 13 h. Nothing herein prevents the parties from mutually agreeing, on a
14 case-by-case basis, to expedited advisory arbitration for suspensions
15 of extended duration.

16 E. GRIEVANCE PROCEDURE

17 1. Definition of Grievance

18 A formal written allegation that the grievant has been adversely affected
19 by the District's interpretation, application or implementation of a
20 provision of this Agreement, or a written District policy, or a Civil Service
21 rule relating to wages, hours, or terms and conditions of employment
22 within the scope of bargaining applicable to District unit employees and
23 within the authority of the District to act. This grievance procedure is not
24 applicable to any matter for which a different process, remedy or
25 procedure is provided under Civil Service rules. Disciplinary matters and
26 matters arising from the imposition of discipline shall not be subject to this
27 grievance procedure.

28 2. Definition of Grievant

29 SFBCTCU, any unit member, or any group of unit members having the
30 same grievance.

31 3. Definition of Workday

32 A "workday," for purposes of this grievance procedure, is any day on
33 which the central administration office of the District is regularly open for
34 business.

35

ARTICLE I – REPRESENTATION

- 1 4. Definition of Immediate Supervisor
- 2 The first District designated supervisor or manager, not within the same
- 3 bargaining unit, who has immediate jurisdiction over the grievant.
- 4 5. Time Limits
- 5 a. Any grievant who fails to comply with the established time limits at
- 6 any step shall forfeit all rights to further application of this grievance
- 7 procedure in regard to that grievance.
- 8 i. District failure to respond within established time limits at
- 9 any step entitles the grievant to proceed to the next step of
- 10 this procedure.
- 11 ii. Time is of the essence in all processing of grievances.
- 12
- 13 iii. Time limits and steps may be waived by mutual agreement
- 14 between the grievant and the Vice Chancellor of Human
- 15 Resources.
- 16 6. General Provisions
- 17 a. Settlement of any grievance at the "Immediate Supervisor" level
- 18 shall bind the immediate parties to the settlement, unless
- 19 subsequently discovered to be contrary to this contract or law, but
- 20 shall not be cited, nor shall such settlement be considered any
- 21 precedent in any later grievance.
- 22 b. A grievant may be represented and accompanied by a designee of
- 23 his/her choosing at any level.
- 24 c. A grievant (as defined above) who alleges a grievance concerning
- 25 common matters of fact and contract provisions may elect to file a
- 26 class action/group grievance. In a class action/group grievance, one
- 27 grievant shall represent, at all steps and levels, the entire group.
- 28 District may, where a series of grievances is filed concerning
- 29 common matters of fact and contract provisions, consolidate all such
- 30 grievances into a class action/group grievance. Upon such
- 31 notification, SFBCTCU shall select the grievant whose grievance
- 32 shall represent the group.
- 33 d. Any alleged grievance which occurs during the period between the
- 34 termination date of this Agreement and ratification date of any new
- 35 agreement, shall be processed under this Grievance Procedure.

ARTICLE I – REPRESENTATION

- 1 e. The time and day of any meetings at any stage or level shall be by
2 mutual agreement between management, grievant, designee or
3 SFBCTCU designee.

- 4 f. Whenever any meeting is agreed to, or required, during the grievant's
5 and/or designee's regular working hours, he/she shall be excused,
6 with pay, for this purpose.

- 7 g. In all grievance proceedings above the "Immediate Supervisor" level,
8 management and grievant may each have a maximum of three (3)
9 persons present unless mutually agreed otherwise, in advance.

- 10 h. Any grievant may, at any time, present a grievance to management
11 and have such grievance adjusted without intervention of SFBCTCU
12 at any step as long as the adjustment is reached prior to Arbitration.
13 District, however, shall not agree to the resolution until SFBCTCU is
14 furnished a copy of the grievance and proposed solution and has had
15 ten (10) workdays to notify the District of its concurrence or
16 disapproval as being inconsistent with the terms of the Agreement.
17 Such disapproval shall state with specificity how the resolution is
18 inconsistent.

- 19 i. The parties shall exchange, upon request, pertinent information
20 necessary or required to process any grievance.

- 21 j. No grievant, at any stage of the grievance procedure after the
22 informal conference, shall be required to meet with any supervisor or
23 manager concerning any aspect of the formal grievance other than as
24 outlined within this procedure.

25 7. Grievance Procedure

26 a. General

27 The following steps shall apply for any grievance:

- 28 i. Steps

 - 29 (a) Immediate Supervisor
 - 30 (b) Next Higher Manager/The Person to Whom
31 Immediate Supervisor Reports
 - 32 (c) Chancellor/Appointing Officer Designee
 - 33 (d) Arbitration (Section 8)

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ARTICLE I – REPRESENTATION

1 b. Process

2 i. Immediate Supervisor

3 Informal/Oral - Within 20 workdays of the time an
4 employee knew or reasonably should have known of the
5 occurrence of an alleged grievance, the employee shall
6 discuss the alleged violation with his/her immediate
7 supervisor. The immediate supervisor shall orally respond
8 to the grievance within seven (7) workdays.

9 ii. Next Higher Manager

10 In the event the grievant is not satisfied with the decision at
11 the "Immediate Supervisor" level, the decision may be
12 appealed, in writing, within fifteen (15) workdays of the
13 receipt of the decision being rendered, to the appropriate
14 manager or designee having jurisdiction over the grievant.

15 (a) The appeal shall indicate

- 16 • A listing of the name, classification and
17 department of the grievant or grievants;
- 18 • A description of the grounds of the grievance
19 sufficient for it to be understood and related
20 facts such as names, dates, and places;
- 21 • A listing of the provisions of this Agreement
22 which are alleged to have been violated; and
- 23 • A listing of specific actions requested of the
24 District which will remedy the grievance.
- 25 • The appeal shall include copies of
26 attachments and documents, if any.

27 (b) The manager or designee shall render a decision in
28 writing within fifteen (15) days of receipt of the
29 appeal

30 iii. Chancellor/Appointing Officer Designee

31 If the grievant is not satisfied with the written decision at
32 the "Next Higher Manager" level, he/she may appeal the
33 decision, in writing, to the Chancellor/Appointing Officer
34 Designee within ten (10) workdays of the receipt of the
35 decision. The appeal shall include a copy of the original

ARTICLE I – REPRESENTATION

1 grievance form, all decisions rendered and attachments and
2 documents, if any.

3 (a) The grievant or Chancellor/Appointing Officer
4 Designee may request a personal resolution
5 conference. Any such conference shall be by mutual
6 agreement and held within ten (10) workdays of
7 receipt of the request.

8 (b) The Chancellor/Appointing Officer Designee shall
9 render a decision in writing within fifteen (15)
10 workdays of the conference, or, where no conference
11 is held, within fifteen (15) workdays of receipt.

12 8. Arbitration

13 a. Appeal

14 Within twenty (20) workdays after receipt of the decision of the
15 Chancellor/Appointing Officer Designee, the Union may, upon
16 written notice to the Vice Chancellor, Human Resources, submit
17 the grievance to arbitration. Within ten (10) workdays of the filing
18 of said request, or such other time as the parties may mutually
19 agree, the Vice Chancellor, Human Resources, or his/her designee,
20 and a representative of the SFBCTCU shall endeavor to reach
21 agreement upon the Arbitrator. If agreement is not reached within
22 this time period, plus any mutually-agreed upon extensions, the
23 parties shall jointly submit to the American Arbitration Association
24 a request for the submission to representatives of the parties of a
25 list containing the names of seven (7) Arbitrators. The parties may
26 agree to request a list from the California State Mediation and
27 Conciliation Service rather than the AAA. Upon receipt of the
28 list, the parties shall alternately strike names from the list, and the
29 name which remains shall be the designated arbitrator. Upon
30 mutual agreement, the AAA rules governing expedited arbitration
31 may be utilized.

32 b. Powers of the Arbitrator

33 i. It shall be the function of the arbitrator, and he/she is
34 empowered except as his/her powers are herein limited,
35 after investigation and hearings, to make a decision in cases
36 of alleged violation of the specific articles and sections of
37 this Agreement.

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ARTICLE I – REPRESENTATION

- 1 ii. The arbitrator shall have no power to: add to, subtract from,
2 disregard, alter or modify any of the terms of this
3 Agreement; rule on any matter involving evaluation other
4 than compliance with procedure; rule on the failure to
5 reemploy any exempt Civil Service employee.

- 6 c. General

- 7 i. When any grievance is appealed to an arbitrator on which
8 he/she has no power to rule, or feels incapable due to
9 external law to rule, it shall be referred back to the parties
10 without decision or recommendation on its merits.

- 11 ii. All expenses of the arbitrator, a certified reporter, and
12 hearing room costs, if any, shall be borne equally by the
13 parties.

- 14 iii. Each party shall bear the full costs for its representation; all
15 other costs or expenses shall be borne by the incurring
16 party; neither party shall be responsible for the expense of
17 any witness called by the other party, except that, in the
18 case of employees of the District, they shall be
19 compensated by the District for testimony during what
20 would otherwise be working time, subject to the arbitrator's
21 ability to regulate the order, number and presentation of
22 witnesses.

- 23 iv. Neither District nor grievant shall be permitted to assert
24 any grounds or evidence before the arbitrator which was
25 not previously asserted or disclosed, and requested to be
26 ruled upon at the Chancellor level. The arbitrator shall
27 consider only those issues properly carried through all
28 previous steps as required within this Article.

- 29 v. The decision of the arbitrator shall be final and binding on
30 all parties subject to the Arbitration.

31 **F. SENIORITY**

32 The parties agree that there shall be two types of seniority recognized for
33 departmental operating purposes:

- 34 1. District Seniority: The date of commencement of continuous District
35 service.

ARTICLE I – REPRESENTATION

1 2. Classification Seniority: The date of certification from a City Department
2 of Human Resources Eligible List to a permanent position. Temporary
3 seniority shall not be considered.

4 3. In the event that two or more employees' seniority begins on the same
5 date, seniority shall be determined in accordance with Civil Service Rules.

6 4. Seniority shall not be affected or reduced by periods of authorized leave of
7 absence or authorized reduction in work schedules.

8 **G. BULLETIN BOARDS**

9 Upon request by any SFBCTCU Union, the District shall provide reasonable
10 space on bulletin boards for use by any SFBCTCU Union to communicate with its
11 represented employees. All materials must be identifiable as official SFBCTCU
12 materials. Space and time limits shall be mutually agreed upon where necessary.
13 Materials improperly identified or posted may be removed.

14 The District shall post at its Gough Street facility and on a main bulletin board at
15 the Ocean campus and each campus to which the District has assigned a Campus
16 Dean examination announcements for full-time permanent positions, temporary
17 and exempt positions received from the Civil Service Commission.

18 SFBCTCU acknowledges that the District's only obligation under this section is to
19 make a good faith effort to secure and post such information, and that the District
20 cannot be held legally responsible for inadvertent errors by either the Civil
21 Service Commission, or District employees who are responsible for processing
22 the information or for posting.

23 **H. AGENCY SHOP**

24 1. Agency Shop

25 All unit members shall, as a condition of both initial and continued
26 employment, for the duration of this Agreement do the following:

- 27 • Become a member of a SFBCTCU Union, or
- 28 • Pay an agency service fee to the appropriate union in lieu of
29 membership, or
- 30 • Claim religious exemption as a member of a bona fide religion, body
31 or sect, which has historically held conscientious objections to
32 joining or financially supporting a public employee organization, as
33 provided in Section 3546.3 of the Government Code (EERA).

34 The Union, at its option, may elect to waive its right to demand
35 termination and instead utilize judicial process to compel payment.

ARTICLE I – REPRESENTATION

1 In the event the Union requests termination, the Union shall furnish to the
2 District the following:

- 3 • Proof by the Union that the employee was notified in writing that the
4 employee is required, as a condition of continued employment, to
5 pay and continue to pay such fees unless revoked in the month of
6 January only; that the fees required are delinquent; and, that unless
7 such amounts are tendered within ten (10) calendar days, the
8 employee will be reported to the District for commencement of
9 termination proceedings in accordance with law and this Agreement.
- 10 • Proof that the ten- (10) day period has elapsed.
- 11 • Notice and Demand to the District to immediately commence
12 termination proceedings, attaching all pertinent documentation listed
13 above.

14 2. Payroll Deduction

15 The District will deduct from the pay of SFBCTCU members and pay to
16 the appropriate SFBCTCU Union the normal and regular bi-weekly Union
17 membership dues, initiation fees, assessments, and or service fees
18 voluntarily authorized in writing by the employee on the Payroll
19 Deduction Authorization Form, subject to the following conditions:

- 20 a. The District agrees to make such deductions for all employees within
21 the recognized unit who have signed deduction forms provided the
22 deductions are in uniform amounts.
- 23 b. Such deductions shall be made only upon the submission of the
24 Payroll Deduction Authorization Form and a duly executed and
25 revocable authorization by the employee.
- 26 c. Such deductions shall remain in effect until cancelled by the
27 SFBCTCU member or until the member leaves the District.
28 Employees covered by this Agreement shall, for the administrative
29 convenience of the parties, be permitted to revoke an authorization
30 for the deduction of Union dues only during the month of January of
31 any year. Any request for such revocation shall be delivered in
32 person to the Classified Payroll Office or may be sent by U.S. Mail
33 to the Classified Payroll Office, 33 Gough Street, San Francisco, CA
34 94103. (The District will deliver a copy of any revocation notice to
35 the Union not later than March 1.)

36

ARTICLE I – REPRESENTATION

- 1 d. Each signatory SFBCTCU Union and District agree:
- 2 i. Effective with the first complete pay period worked by an
3 employee newly employed in a classification described and
4 each pay period thereafter, the District shall make above
5 membership dues or service fee deductions, as appropriate,
6 from the regular payroll warrant of each such employee.
- 7 ii. Nine (9) working days following payday, the District will
8 promptly pay over to the Union all sums withheld for
9 membership or service fees. The District shall also provide
10 with each payment a list of employees paying service fees.
11 All such lists shall contain the employees' names,
12 employees' numbers, classifications, and the amounts
13 deducted. A list of all employees in represented classes
14 shall be provided to the Union monthly.
- 15 iii. Nothing in this section shall be deemed to have altered the
16 District's current obligation to make insurance program or
17 political action deductions when requested by the
18 employee.
- 19 3. General Conditions
- 20 a. Each signatory SFBCTCU Union and District have agreed that the
21 Union shall provide the District a current statement of fees. Such
22 statement of fees shall be amended as necessary. The District may
23 take up to 30 days from the date of receipt of the amended statement
24 of fees to implement such changes. The District shall make required
25 payroll deductions for all employees in the SFBCTCU bargaining
26 unit, payable to the SFBCTCU, at the notification of either the
27 SFBCTCU or by the District's Payroll processing forms.
- 28 b. District and SFBCTCU agree that each party will mutually cooperate
29 in ensuring that all provisions of this Article are implemented in a
30 timely and comprehensive manner by District and SFBCTCU.
- 31 c. For every employee in a class which is covered by the Agency Shop
32 provision, the District shall be responsible for beginning dues/service
33 fee collection for new employees, or continuing SFBCTCU
34 dues/service fee collection for transferring employees. District shall
35 also provide a list each pay period to the SFBCTCU, of all additions
36 and deletions to the bargaining unit during that pay period, including
37 name, classification, Social Security Number, full address, and work
38 location.

ARTICLE I – REPRESENTATION

1 d. The appropriate SFBCTCU Union shall handle, process and
2 coordinate all ongoing paperwork, transactions, corrections, lists and
3 other matters associated with maintaining implementation of Agency
4 fees. There shall be no involvement of District staff in such activities
5 except as specifically enumerated herein.

6 e. If an individual employee becomes delinquent in paying Agency
7 Shop fees because District has inadvertently erred in initiation of an
8 employee's fees, District shall not be responsible for paying such
9 employee's back fees.

10 f. Each signatory SFBCTCU Union agrees it shall indemnify and hold
11 District harmless from any loss, damage or liability arising from any
12 and all claims, demands, lawsuits, or any other actions arising from
13 any implementation or compliance with this Article, or from any
14 document, certification or authorization furnished under this Article
15 by the appropriate SFBCTCU Union.

16 4. Definition of Service Fee

17 The amount of the fair share service fee shall not exceed the dues that are
18 payable by members of the employee organization, and shall cover the
19 cost of negotiation, contract administration, and other activities of the
20 employee organization that are germane to its functions as the exclusive
21 bargaining representative. Upon notification to the employer by the
22 exclusive representative, the amount of the fee shall be deducted by the
23 employer from the wages or salary of the employee and paid to the
24 employee organization.

25 The costs covered by the fee under this section may include, but shall not
26 necessarily be limited to, the cost of lobbying activities designed to foster
27 collective bargaining negotiations and contract administration, or to secure
28 for the represented employees advantages in wages, hours, and other
29 conditions of employment in addition to those secured through meeting
30 and negotiating with the Employer.

31 5. Financial Reporting

32 Annually, each SFBCTCU Union will provide an explanation of the fee
33 and sufficient financial information to enable the service fee payer to
34 gauge the appropriateness of the fee. Each SFBCTCU Union will provide a
35 reasonably prompt opportunity to challenge the amount of the fee before
36 an impartial decision-maker not chosen by the SFBCTCU, and will make
37 provision for an escrow account to hold amounts reasonably in dispute
38 while challenges are pending.

39

ARTICLE I – REPRESENTATION

1 I. BUSINESS REPRESENTATIVES AND STEWARDS

2 1. Business Representatives

3 SFBCTCU may have more than one Business Representative for the
4 classifications they represent for purposes of meeting and negotiating with
5 the District. The Business Representatives shall have reasonable access to
6 the job sites/shops during working hours for the purpose of conferring
7 with members of SFBCTCU regarding the manner in which compliance
8 with the terms of the Agreement are being met. SFBCTCU will make
9 every attempt to avoid meeting with unit members during their duty time.
10 SFBCTCU agrees that such contact will in no way interfere with the work
11 of the District.

12 2. Stewards

13 a. SFBCTCU shall furnish the District with an accurate written list of
14 stewards and alternate stewards. The SFBCTCU may submit
15 amendments to this list at any time. If a steward is not officially
16 designated in writing by the SFBCTCU, none will be recognized for
17 that area or shift.

18 b. The SFBCTCU recognizes that it is the responsibility of the steward
19 to assist in the resolution of grievances at the lowest possible level.

20 c. Stewards shall be responsible for the performance of their workload,
21 consistent with release time approved pursuant to Section d, below.

22 d. It is the steward's responsibility to secure approval prior to any such
23 absence from regular work duties. Failure to request/receive
24 approval in advance may result in the steward's pay being docked for
25 the period of time he/she was away from his/her duties; provided the
26 steward shall have the opportunity to discuss the reasons for the
27 absence with his/her supervisor before the supervisor decides
28 whether to take action. However, the steward shall not unreasonably
29 be denied the right to leave his/her post or duty if requested by an
30 employee for purposes of representation when:

31 i. Grievance resolution meetings are scheduled during normal
32 work hours; or

33 ii. There is a meeting scheduled with Management where the
34 employee has a reasonable belief the meeting may affect
35 job status as a result of disciplinary action being taken by
36 Management.

37 e. Stewards shall not interfere with the work of any employee.

1 **II. EMPLOYMENT CONDITIONS**

2 **A. NON-DISCRIMINATION**

3 1. Discrimination Prohibited

4 City College of San Francisco prohibits discrimination on the basis of
5 race, religion, sex, national origin, creed, ethnicity, age, physical or mental
6 disability, political affiliation, sexual orientation, ancestry, color, medical
7 condition (e.g., cancer or cancer related illness; HIV/AIDS or related
8 conditions), genetic characteristics (e.g., non-symptomatic carriers of
9 inheritable diseases), gender identity, marital or domestic partner status,
10 veteran status, height, or weight.

11 2. Discrimination Complaint Procedure

12 Discrimination complaints pursuant to Section 1, above, shall be filed and
13 processed pursuant to the District's "Non-Discrimination Procedures."

14 3. Changes in Law

15 Should changes or alterations be necessary due to Federal or State
16 mandated changes in regard to Affirmative Action or Equal Employment
17 Opportunity requirements and/or procedures, then the parties agree they
18 shall, within fifteen (15) work days subsequent to the notification of the
19 necessity of such changes, schedule a meeting for the purpose of
20 negotiating such new terms or conditions as required to bring this Article
21 into compliance.

22 4. Disciplinary Action

23 The imposition of disciplinary action upon a unit member found to have
24 engaged in discriminatory conduct in violation of this Article shall be
25 determined on a case-by-case basis consistent with this Agreement and
26 District policies and procedures which apply to all District employees.
27 Any disciplinary action taken pursuant to this section shall be subject to
28 the provisions of Article I.D.

29 **B. AMERICANS WITH DISABILITIES ACT**

30 1. The parties agree that they are required to provide reasonable
31 accommodations for persons with disabilities in order to comply with the
32 provisions of Federal and State disability anti-discrimination statutes and
33 the Fair Employment and Housing Act. The parties further agree that this
34 Agreement shall be interpreted, administered and applied so as to respect
35 the legal rights of the parties. The District reserves the right to take any
36 action necessary to comply therewith

ARTICLE II – EMPLOYMENT CONDITIONS

- 1 a. The District and the SFBCTCU further agree that this Agreement
2 will not be interpreted, administered or applied in a manner
3 inconsistent with said Act.
- 4 b. Upon written request by the SFBCTCU, the District shall provide
5 statistical information about the number of formal written
6 accommodation requests and the number of closed formal written
7 accommodation requests.
- 8 c. Following a reasonable period of time after the employee has
9 submitted the information requested by the District for a reasonable
10 accommodation, pursuant to a formal written request, but not later
11 than thirty (30) days, the District shall provide a response to the
12 employee’s request, including either a final determination on the
13 request or information concerning the status of the request for a
14 reasonable accommodation.
- 15 d. In the event that an employee’s formal written request for an
16 accommodation is denied and the employee chooses to file a
17 complaint in accord with the District’s “Non-Discrimination
18 Procedures,” the employee may be accompanied by a representative
19 of his/her choosing.

20 **C. PROBATIONARY PERIOD**

21 The probationary period for all employees new to the District shall be six (6)
22 months for all classifications.

23 **D. TRAVEL REIMBURSEMENT PROCEDURE**

24 The District shall reimburse employees for expenses related to approved travel on
25 District business, including mileage, lodging, food, and miscellaneous expenses in
26 accordance with the District’s travel guidelines as established by the Controller
27 and the Chief Financial Officer.

28 **E. PERSONNEL FILES**

- 29 1. There shall be one (1) official personnel file for each employee. Such file
30 shall be maintained in the Human Resources Office.
- 31 2. A unit member may inspect his/her personnel file (except those items
32 exempted by law from review), upon written notice and during normal
33 District business hours at such times he/she is not required to render
34 service to the District. A unit member may obtain copies of documents
35 contained in his/her personnel file. The District may charge ten (10) cents
36 per page copied.

ARTICLE II – EMPLOYMENT CONDITIONS

- 1 3. A unit member may, upon written authorization, designate a Union
2 representative to review the file. The member and Union agree to
3 indemnify and hold the District harmless for any loss or damage
4 whatsoever arising from operation of this subsection. The District agrees
5 to be bound by applicable law concerning privacy and confidentiality of
6 such records and files. Access to the official personnel file is limited to
7 administrators and their designees, and authorized classified and
8 confidential staff. All reviews of personnel files shall be done in the
9 presence of a management representative.
- 10 4. The employee may request that information pertaining to a disciplinary
11 action be sealed after two (2) years from imposition, provided the
12 employee has no subsequent disciplinary action. The sealed material shall
13 be available to the Chancellor/Appointing Officer designee only on an as-
14 needed basis (e.g. in the event of a serious infraction that would subject an
15 employee to termination). In the event a sealed file is to be opened, the
16 District will notify the employee and allow the employee and his/her
17 representative to be present.
- 18 5. Paragraph 3 shall not apply in the case of employees disciplined due to
19 misappropriation of public funds or property; misuse or destruction of
20 public property; drug addiction or habitual intemperance; mistreatment of
21 persons; immorality; acts which would constitute a felony or misdemeanor
22 involving moral turpitude; acts which present an immediate danger to the
23 public health and safety.
- 24 6. With the approval of her/his supervisor, an employee may request that
25 material relevant to performance, commendations, training or other job
26 related documents, be included in the personnel file.

27 **F. CONTRACTING OUT**

28 The District shall notify SFBCTCU in writing at least sixty (60) days in advance
29 of the effective date of the proposed action to contract services that the District
30 reasonably believes will result in the elimination of a bargaining unit position,
31 layoff, or permanent reduction in the hours worked by a member of the unit.

32 Upon request, the District shall meet with the affected SFBCTCU Unions
33 regarding any negotiable effects of contracting out of any work to an independent
34 contractor if that contracting out results in the elimination of a bargaining unit
35 position, layoff, or permanent reduction in the hours worked by a member of the
36 unit. The District shall also notify SFBCTCU in advance and provide an
37 opportunity for meeting and negotiating if the District contemplates increasing its
38 utilization of contractors handling work also performed regularly by unit
39 personnel. Nothing in this section shall be read to diminish the District
40 commitment not to layoff or furlough unit personnel under Article III.S.

ARTICLE II – EMPLOYMENT CONDITIONS

1 The District will not assign work currently performed by employees under this
2 agreement to district employees in other bargaining units.

3 The District will email each Board agenda to SFBCTCU. If the District abandons
4 the “Construction Manager At Risk” program, the parties will meet to develop
5 another level of notification.

6

1 **III. PAY, HOURS AND BENEFITS**

2 **A. SCHEDULES OF COMPENSATION**

3 1. The salary schedules governing bargaining unit employees for (1) the time
4 period of July 1, 2015 through June 30, 2016, and (2) effective July 1,
5 2016 appear at Exhibits A and A-1, respectively; Exhibit A-1 incorporates
6 the wage increases effective July 1, 2016 set forth in more detail below.

7 2. Wages shall be increased during the term of this agreement as follows:

8 a. Effective July 1, 2016:

- 9 • 3.20% increase to wage rates;
- 10 • 2.00% increase to wage rates which shall be ongoing during
11 the term of the Agreement but shall sunset at 11:59 pm on June
12 30, 2019 unless the electorate of the City of San Francisco
13 passes the proposed Parcel Tax extension and increase;
- 14 • 2.68% increase to wage rates which shall be ongoing during
15 the term of the Agreement but shall sunset at 11:59 pm on June
16 30, 2019; and
- 17 • 0.25% increase to wage rates in exchange for suspension of
18 Prescription Drug Plan co-pay reimbursements as set forth in
19 Article II.N.2, which shall be ongoing during the term of he
20 Agreement but shall sunset at 11:59 pm on June 30, 2019.
- 21 • Unless disallowed by SFERS, all elements listed above shall be
22 deemed pensionable income.
- 23 • The above elements shall be additive and not compounded.

24 b. Effective July 1, 2017:

- 25 • Pass through of the full State Cost of Living Adjustment
26 (COLA) as set by the State of California.

27 c. Effective July 1, 2018:

- 28 • Pass through of the full State Cost of Living Adjustment
29 (COLA) as set by the State of California.

30 3. The foregoing provision is subject to reopener negotiations in accordance
31 with Article VI.B.2.
32

ARTICLE III – PAY, HOURS AND BENEFITS

1 B. ADDITIONAL COMPENSATION

2 1. Call Back

3 An employee who is called back to his/her work location following the
4 completion of his/her work day and departure from his/her place of
5 employment, shall be granted a minimum of four (4) hours compensation
6 at the overtime rate. The employee's work day shall not be adjusted to
7 avoid the payment of this minimum.

8 2. Acting Assignment Pay

9 An employee assigned in writing by the Chancellor/Appointing Officer (or
10 designee) to perform the normal day-to-day duties and responsibilities of a
11 higher classification of an authorized position, shall be compensated at the
12 rate of the higher classification if performing the duties of the promotive
13 class for more than five (5) days in a fifteen (15) day period. Acting
14 assignment pay shall be retroactive to the first (1st) day of the assignment.

15 3. Height Premium

16 All employees covered by this Agreement who are required to work from
17 trusses, towers, swinging scaffolds, Bos'n Chair, cranes and crane rigging
18 or booms, temporary stagings or unguarded structures at a height of thirty
19 (30) feet or more from the ground or supporting structure, shall be
20 compensated at the rate of \$1.00 per hour above the base rate of pay for
21 the hours actually spent in the elevated location.

22 4. Additional Assignment Pay

23 a. Employees in Classifications 7242 (Painter Supervisor I) and 7346
24 (Painter) shall be compensated for \$1.00 per hour on top of the
25 applicable rate, when performing as a Taper, Sandblaster, or
26 Thermo-Plastic Applicator.

27 b. The District shall pay an epoxy premium of \$0.75 per hour for those
28 hours actually spent by a unit member in the application of epoxy.
29 Employees must receive prior authorization for the application from
30 the Director of Buildings and Grounds in order to be eligible for this
31 premium.

32 c. Unit Employees shall be compensated at \$1.30 per hour on top of the
33 applicable rate, when required to use a chipper, pneumatic tools and
34 green machines.

ARTICLE III – PAY, HOURS AND BENEFITS

1 d. Employees in Classifications 7347 (Plumber) and 7348 (Steamfitter)
2 who are in positions that require possession and maintenance of
3 backflow, boiler and/or CFC certification will receive a single three
4 percent (3.0 %) premium. This premium will be paid only when the
5 certifications are current.

6 e. The District shall pay unit members \$1.30 per hour on top of the
7 applicable rate when working in a permit-required confined space.

8 5. Lead Worker Pay

9 Employees designated by their supervisor as lead workers shall be entitled
10 to a \$10.00 per day premium when required to plan, design, sketch, layout,
11 detail, estimate, order material or take the lead on any job when at least
12 two employees in the same class are assigned. This provision shall be
13 effective upon adoption by the Board. Employees are not eligible to
14 receive both Lead Worker Pay and Acting Assignment Pay.

15 6. Longevity

16 a. Effective 7/1/13, employees shall receive an additional three and
17 three-fourths percent (3.75%) of base wages at 10 years of
18 continuous service within the merit system of the City and County of
19 San Francisco, provided that the last 5 years of service shall have
20 been with the District. As of that same date employees shall receive
21 an additional three and three-fourths percent (3.75%) of base wages
22 at 20 years of continuous service within the merit system of the City
23 and County of San Francisco, provided that the last 10 years of
24 service shall have been with the District.

25 b. Effective 7/1/15, 10 and 20-year longevity pay as described in
26 Article III.B.6.1 above shall each be increased by an additional one
27 and one-quarter percent (1.25%) of base wages.

28 c. Effective 7/1/16, employees shall receive an additional five percent
29 (5.00%) of base wages at 25 years of continuous service with the
30 merit system of the City and County of San Francisco, provided that
31 the last 20 years of service shall have been with the District.

32 d. Effective 7/1/18, employees shall receive an additional five percent
33 (5.00%) of base wages at 30 years of continuous service within the
34 merit system of the City and County of San Francisco, provided that
35 the last 25 years of service shall have been with the District.

ARTICLE III – PAY, HOURS AND BENEFITS

1 **C. OVERTIME COMPENSATION**

2 1. Definition

3 a. Overtime

4 Overtime is defined to mean hours worked either in excess of an
5 eight- (8) hour day or a forty- (40) hour workweek.

6 b. Hours Worked

7 Absence from duty because of leave with pay shall be considered
8 as time worked in computing a work day/week for overtime
9 purposes.

10 2. Assignment of Overtime

11 a. The appropriate administrator or his/her designee may require
12 employees to work longer than the normal work day or longer than
13 the normal work week. Advance approval is required for all
14 overtime work. To the extent possible, the appropriate administrator
15 or designee shall give as much notice as possible of available
16 overtime to be worked.

17 b. Overtime assignments shall be made on a classification-by-
18 classification basis based on the needs of the District. Overtime shall
19 be distributed on a voluntary rotational basis within the work unit
20 starting with the employee with the most District seniority. The
21 evaluation of District need shall be a management determination, and
22 shall not be arrived at in an arbitrary manner.

23 c. Requests for overtime records shall be made to the Vice Chancellor,
24 Human Resources. Requests for such records shall be reviewed in
25 accordance with applicable law.

26 d. Overtime and/or compensatory time must be reported to the District's
27 Classified Payroll Section on the appropriate District forms.

28 e. Failure to report the compensatory time used by the end of that
29 particular pay period (i.e., the pay period in which the compensatory
30 time is used) may result in the absence being recorded as personal
31 leave without pay.

32

ARTICLE III – PAY, HOURS AND BENEFITS

1 3. Break Period For Overtime

2 Employees working overtime at the end of their regular shift may request,
3 and the District shall not unreasonably deny, an unpaid break period of up
4 to thirty (30) minutes before the commencement of the overtime period.
5 When employees work more than four (4) hours of overtime at the end of
6 their regular shift, the District shall grant a paid break period of up to
7 thirty (30) minutes prior to assigning further overtime.

8 4. Overtime Compensation

9 a. Overtime Compensation Rate

10 Overtime shall be compensated at the rate of one-and-one-half
11 times the base hourly rate, which may include a night differential.

12 Overtime shall be paid by check; however, the employee may
13 choose compensatory time in lieu of a cash payment, as provided
14 in Section 4.b, below.

15 b. Compensatory Time

16 i. Employees subject to the provisions of the Fair Labor
17 Standards Act who are required or suffered to work
18 overtime shall be paid in accordance with the provisions of
19 Section 4.a above, unless the employee chooses that, in lieu
20 of paid overtime, he/she shall be compensated with
21 compensatory time off.

22 ii. Compensatory time shall be earned at the rate of time and
23 one-half.

24 iii. Employees shall not accumulate a balance of compensatory
25 time earned in excess of 240 hours, calculated at the rate of
26 time and one-half. Those employees who have more than
27 the cap of 240 hours as of July 1, 2012 can keep it.
28 However, if at any point such employees reduce their
29 accrued CTO time to 240 hours, 240 hours becomes their
30 new cap. Such employee shall not accrue more CTO hours
31 until they are below the cap.

32 iv. Employees shall be allowed to take any accrued
33 compensatory time upon request to their supervisor.
34 Requests for use of accrued compensatory time off shall
35 not be unreasonably denied.

36

ARTICLE III – PAY, HOURS AND BENEFITS

1 5. Pay-out of Compensatory Time at Termination of Employment

2 Any compensatory time earned but not used at the time of an employee's
3 termination of employment shall be paid in accordance with the
4 requirements of the Fair Labor Standards Act.

5 **D. NIGHT DUTY**

6 Bargaining unit employees who work overtime between the hours of 4 p.m. and 7
7 a.m. shall be entitled to a shift differential of eight percent (8%) over and above
8 the overtime compensation rate of one and one-half times the base hourly rate.

9 **E. RECORDATION OF OVERTIME**

10 All overtime worked which is authorized by the appointing officer shall be
11 recorded on separate time rolls. Compensation for overtime worked as provided
12 in this Section shall be paid on an hourly basis.

13 **F. HOLIDAYS**

14 For the efficient operation of the District, classified employees shall observe
15 holidays the same days which are District holidays. The following is a list of
16 current holidays for all eligible District classified employees. While the specific
17 holidays or dates thereof may change, the total number of designated holidays is
18 nineteen (19).

19 Independence Day Observed
20 Labor Day
21 Veterans' Day Observed
22 Thanksgiving Day
23 "Day after Thanksgiving"
24 Christmas Day Observed
25 The Days Between Christmas and New Year's Day
26 New Year's Day Observed
27 Dr. Martin Luther King Jr.'s Birthday Observed
28 Cesar Chavez Day (effective 2007/2008)
29 Lincoln's Birthday Observed
30 Washington's Birthday Observed
31 Memorial Day
32 Three Floating Holidays

33
34 If any Holiday falls on a Saturday, the preceding Friday shall be observed as the
35 holiday. If any Holiday falls on a Sunday, the Monday following shall be
36 observed as the holiday.

37

ARTICLE III – PAY, HOURS AND BENEFITS

1 G. FLOATING HOLIDAYS

2 Subject to the approval of the appropriate administrator or his/her designee,
3 floating holidays shall be scheduled by mutual agreement of the employee and
4 his/her supervisor whenever possible. In the event of a conflict where two or
5 more employees in the same classification or performing the same function desire
6 the same floating holidays, the supervisor shall make every effort to grant the
7 preference of the more senior employee, after taking into account the needs of the
8 District. The District shall not arbitrarily change existing floating holiday
9 practices. Any changes in floating holiday schedules shall require prior notice to
10 the affected employees. Employees must complete six months of continuous
11 service (District/City) before becoming eligible for Floating Holidays. Floating
12 Holidays may not be taken in hourly increments. No compensation of any kind
13 shall be earned or granted for floating holidays not taken off.

14 H. ADDITIONAL DAYS OFF

- 15 1. Bargaining unit employees shall be granted, as paid days off, the days
16 between Christmas Day and New Year’s Day.
- 17 2. Bargaining unit employees shall be granted an additional five (5) paid
18 days off during spring break. In the event that the paid Cesar Chavez
19 holiday falls on a date which would otherwise be one of the additional five
20 (5) paid days off granted pursuant to this provision, the employee shall be
21 credited with an additional floating holiday subject to the provisions of
22 subsection G above.

23 I. HOLIDAY COMPENSATION FOR TIME WORKED

24 Employees required by an administrator or his/her designee to work on any of the
25 above-specified holidays, excepting floating holidays, shall be paid extra
26 compensation at the rate of time and one-half (1½) the usual rate of pay for all
27 regularly scheduled hours worked; provided, however, that at an employee’s
28 request and with the approval of the administrator or his/her designee, an
29 employee may be granted compensatory time off in lieu of paid overtime at the
30 rate of time and one-half (1½).

31 A holiday is calculated based upon an eight- (8) hour day.

32 J. TIME OFF FOR VOTING

33 If an employee does not have sufficient time to vote outside of working hours, the
34 employee may request a reasonable amount of time off as will allow time to vote,
35 in accordance with the State Election Code.

36

ARTICLE III – PAY, HOURS AND BENEFITS

1 **K. METHODS OF CALCULATION/ELECTRONIC PAYROLL**

2 An Employee shall be paid a bi-weekly salary via electronic payroll according to
3 the District’s salary table for his/her classification for work performed during the
4 bi-weekly payroll period. There shall be no compensation for time not worked
5 unless such time off is authorized time off with pay.

6 **L. LEAVES OF ABSENCE**

7 Leaves of absence, including sick leave, holidays, vacation, jury duty, witness
8 leave, personal leave, family medical leave, etc., shall be granted in accordance
9 with Civil Service Rule 120 in effect as of January 16, 2007, Charter and City
10 Ordinances as applicable, and District policy and procedures for all unit members
11 subject to Civil Service or its rules. Civil Service Rule 120, as it read on January
12 16, 2007, is attached for information only as Exhibit B and is not to be included as
13 part of this Agreement for any other purpose. This provision is not subject to the
14 grievance procedure. The following exceptions to Rule 120 shall apply:

15 1. Bargaining unit employees regularly assigned to work a shift other than
16 the day shift shall be entitled to paid leave on those days they serve on a
17 jury or as a witness on behalf of the District.

18 2. Vacation Leave

19 a. Vacation leave shall be in accordance with Civil Service Rule 120.36
20 and Chapter, 16 San Francisco Administrative Code, §§16.10 –
21 16.16. Through June 30, 2013, the maximum vacation accrual shall
22 be 480 hours. Vacation allowance in excess of 480 hours will be
23 tracked and may be used by employees but will not vest and will not
24 be cashed out upon separation from District service.

25 b. Effective July 1, 2013, the references to 480 hours in subparagraph
26 N.2.a above shall be amended to read 400 hours. Going forward, an
27 employee who has accrued hours up to or in excess of the new cap
28 must use in any given year any vacation in excess of the new cap to
29 which the employee's length of service entitles him or her in that year
30 or shall forego this new vacation time. Employees who have accrued
31 hours up to the old cap of 480 hours must be able to cash them out on
32 retirement.

33 3. The sick leave accrual limit, excluding “vested and unused accumulated
34 sick leave with pay credits,” shall be 1,120 hours.

35

ARTICLE III – PAY, HOURS AND BENEFITS

4. Bereavement Leave

- a. Bereavement leave pursuant to Civil Service Rule 120.7.3 shall not be charged against sick leave in connection with absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, grandchildren, parents-in-law, sibling, sister-in-law or brother-in-law, child, step child, adopted child, daughter-in-law or son-in-law, 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. For the purposes of bereavement leave, relatives of a domestic partner shall be treated the same as those of a spouse. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of the 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. Additional days may be charged against paid time off and/or unpaid leave at the employee's discretion. Any such request shall not be unreasonably denied.
- b. Bereavement leave pursuant to Civil Service Rule 120.7.3 shall be charged against sick leave in connection with absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect.

M. DISABILITY INSURANCE

Unit members have opted for private disability insurance in lieu of the State Disability Insurance Program. Such private disability insurance includes short and long term disability insurance benefits and paid family leave benefits, each of which shall for the term of this Agreement continue to be provided subject to terms and conditions as described in benefit plan literature provided. All premium costs for such plan shall be paid by employees. The parties may by mutual agreement reopen this provision of the Agreement, which neither party shall unreasonably withhold.

N. ADDITIONAL BENEFITS

1. Medical

- a. The District shall continue to provide, in accordance with carrier requirements, medical care insurance programs to eligible classified employees as determined by the Health Service System.
 - i. Effective 1/1/16, Employee bi-weekly contributions towards monthly health premiums were adjusted to reflect

ARTICLE III – PAY, HOURS AND BENEFITS

1 the proportionate District and Employee share of changes
2 in health care premiums during the 2015 calendar year.
3 Additional changes in total monthly premiums effective in
4 2016 were absorbed by the District without impact to
5 Employee contributions. There are no changes for
6 Employee medical premium contributions for the period
7 from 1/1/16 to 12/31/16. The new bi-weekly Employee
8 contributions shall be as follows:

| | Blue Shield | Kaiser | CHP PPO |
|---------------|--------------------|---------------|----------------|
| Employee Only | \$21.59 | - | \$138.08 |
| Employee + 1 | \$160.03 | \$115.67 | \$319.64 |
| Employee + 2 | \$343.68 | \$284.05 | \$421.47 |

9 ii. Effective 1/1/17, Employee bi-weekly contributions
10 towards monthly health premiums shall be adjusted to
11 reflect the proportionate District and Employee share of
12 changes in health care premiums during the 2017 calendar
13 year. The new bi-weekly Employee contributions shall be
14 as follows:

| | Blue Shield | Kaiser | CHP PPO |
|---------------|--------------------|---------------|----------------|
| Employee Only | \$22.51 | - | \$146.42 |
| Employee + 1 | \$166.58 | \$121.39 | \$336.04 |
| Employee + 2 | \$357.59 | \$297.93 | \$438.42 |

15 iii. Effective 1/1/18, Employee bi-weekly contributions
16 towards monthly health premiums shall be adjusted to
17 reflect the proportionate District and Employee share of
18 changes in health care premiums during the 2018 calendar
19 year.

20 iv. Effective 1/1/19, Employee bi-weekly contributions
21 towards monthly health premiums shall be adjusted to
22 reflect the proportionate District and Employee share of
23 changes in health care premiums during the 2019 calendar
24 year.

25 b. Temporary employees who work twenty (20) or more hours per
26 week and have six (6) months or more of continuous service may
27 become members of the Health Service System.

28

ARTICLE III – PAY, HOURS AND BENEFITS

1 c. Health Service benefit coverage for temporary school-term
2 employees ends at the close of the academic year except where the
3 employment is extended through the summer session(s) at twenty
4 (20) hours per week, and is reinstated upon re-employment and re-
5 enrollment at the beginning of the next academic year. An academic
6 year is defined as a Fall and Spring semester and does not include the
7 summer session(s).

8 d. Employees who have underlying permanent employee status shall
9 continue membership in the Health Service System.

10 2. Prescription Drug Plan

11 Full-time classified employees and their eligible dependents with District-
12 provided Health Service System health plans shall be eligible for the
13 District-provided Drug Plan. Prescription Drug Plan co-pay
14 reimbursement to employees were suspended for three years beginning on
15 November 1, 2013 through June 30 2016. In exchange, the District made
16 contributions equivalent to .25% of annual salary expense to OPEB
17 (Retiree Health Care Trust Fund – see Article III.O.2-4) during this same
18 period.

19 Prescription Drug Plan co-pay reimbursements shall be reinstated for
20 receipts dated July 1, 2016 through September 30, 2016, so long as such
21 receipts are submitted no later than October 31, 2016. Prescription Drug
22 Plan co-pay reimbursements to employees will be suspended for three
23 further years from October 1, 2016 through June 30, 2019. In exchange,
24 effective July 1, 2016, employees shall receive an additional 0.25%
25 across-the-board increase to base wages which shall continue for three
26 years (0.25% per year in each of three years) sunsetting at 11:59 pm on
27 June 30, 2019.

28 3. Life Insurance

29 a. The District shall provide, in accordance with carrier requirements,
30 life insurance coverage to permanent full-time and permanent part-
31 time employees.

32 b. Effective upon ratification of this Agreement, subject to carrier
33 requirements, the face value of the life insurance policy shall be
34 \$50,000.

35

ARTICLE III – PAY, HOURS AND BENEFITS

1 4. Dental/Orthodontia

2 Effective January 1, 2008, the District shall provide, in accordance with
3 carrier requirements, dental and orthodontia coverage to permanent full-
4 time and permanent part-time employees and their eligible dependents as
5 follows:

6 Dental Insurance: General, Per Year \$3,000.
7 Lifetime Orthodontia: \$2,000.

8
9 5. Benefits While on Unpaid Leave of Absence

10 The District will discontinue payment of any and all contributions for
11 employee health and dental benefits for those employees who remain on
12 unpaid leave status in excess of twelve (12) continuous weeks, with the
13 exception of approved sick leave, workers' compensation leave, family
14 care leave, or mandatory administrative leave.

15 Affected employees must make arrangements with the District Business
16 Office for payment of benefit premiums within twenty (20) working days
17 following notice of approval of leave. Members not making such
18 arrangements within twenty (20) working days following notice of
19 approval of leave shall have coverage rescinded until they return from
20 leave.

21 **O. RETIREE HEALTH CARE TRUST FUND (RHCTF)**

22 1. All employees shall pay their own employee retirement contribution in an
23 amount equal to seven and one-half percent (7.5%) of covered gross
24 salary. For employees who became members of SFERS prior to
25 November 2, 1976 (Charter section A8.509 Miscellaneous Plan), the
26 District shall pick up the remaining one-half percent (0.5%) of the total
27 eight percent (8%) employee retirement contribution.

28 Rule changes by the City's Retirement Board regarding the crediting of
29 accrued sick leave for retirement purposes shall be incorporated herein by
30 reference. Any such rule change, however, shall not be subject to the
31 grievance and arbitration provisions of this Agreement.

32 2. All new employees hired on or after 11/1/2013 will contribute 2% of
33 salary to the District OPEB Trust Fund (RHCTF).

34 3. Employees hired before November 1, 2013 shall contribute .25% of salary
35 to the District OPEB Trust Fund (RHCTF) beginning July 1, 2016. The
36 employees' contribution to the District OPEB Trust Fund (RHCTF) will
37 increase by an additional .25% per year starting 7/1/2017 up to 1% of
38 salary as follows:

ARTICLE III – PAY, HOURS AND BENEFITS

- 1 a. .25% of wages effective 7/1/2016;
- 2 b. .50% of wages effective 7/1/2017;
- 3 c. .75% of wages effective 7/1/2018;
- 4 d. 1.00% of wages effective 7/1/2019;
- 5 e. 1.25% of wages effective 7/1/2020;
- 6 f. 1.50% of wages effective 7/1/2021;
- 7 g. 1.75% of wages effective 7/1/2022;
- 8 h. 2.00% of wages effective 7/1/2023.

- 9 4. If the electorate of the City of San Francisco passes an extension to the
10 parcel tax prior to July 1, 2019, either party may reopen negotiations
11 regarding the dates and amounts of the increases to OPEB contributions
12 scheduled for 2020, 2021, 2022, and/or 2023 pursuant to Article III.O.3
13 above, provided that in no case shall such negotiations result in any unit
14 member not paying a full 2.00% of wages to the RHCTF on or before July
15 1, 2023.

16 **P. FAIR LABOR STANDARDS ACT**

17 If this Agreement fails to afford employees the overtime or compensatory time off
18 benefits to which they are entitled under the Fair Labor Standards Act, the parties
19 agree, upon request of either party, to meet for the purpose of arriving at an
20 agreeable resolution to the invalidated or statutorily changed area, and/or to
21 negotiate such new terms or conditions required to correct the existing practice.

22 **Q. PARKING**

23 Current employee parking practices at facilities operated by the District that have
24 no direct cost to the District will continue, subject to the District's operational
25 needs.

26 **R. PARENTAL RELEASE TIME**

27 Represented employees shall be granted paid release time to attend parent-teacher
28 conferences of four (4) hours per fiscal year (for children in kindergarten or
29 grades 1 to 12). In addition, subject to approval by his or her supervisor, an
30 employee may use vacation, floating holiday hours, or compensatory time off to
31 attend parent-teacher conferences. Documentation of the parent-teacher
32 conference must be submitted to the appropriate Administrator or his/her designee
33 prior to the granting of the paid time off.

ARTICLE III – PAY, HOURS AND BENEFITS

1 S. LAYOFFS

2 1. Any employee who is to be laid off due to the lack of work or funds shall
3 be notified, in writing, with as much advance notice as possible, normally
4 not less than thirty (30) calendar days, but in no case less than two weeks,
5 prior to the effective date of the layoff. This minimum advance notice of
6 layoff shall not apply should layoff in a shorter period be beyond the
7 control of the District. The Union shall receive copies of any layoff notice.
8 The provisions of this section shall not apply to "as needed" employees or
9 employees hired for a specific period of time or for the duration of a
10 specific project or employees who are bumped from their position.

11 2. The layoff and recall of District Civil Service employees shall be in
12 accordance with Civil Service rules and regulations in effect as of July 1,
13 2004. Civil Service Rule 121, as it read July 1, 2004, is attached for
14 information only as Exhibit C and is not to be included as part of this
15 Agreement for any other purpose.

16 T. NORMAL WORK DAY AND WORK WEEK

17 The normal work week of forty (40) hours for employees in bargaining unit
18 classifications shall be forty (40) hours. The forty (40) hour work week shall
19 consist of five (5) consecutive days (Monday through Friday) encompassing eight
20 (8) hours working time completed within not more than nine (9) hours between 7
21 a.m. and 4 p.m.

22 The District and the appropriate SFBCTCU Union may mutually agree to
23 establish work schedules that vary from the normal work day for one or more
24 employees.

25 Any current work schedules (Monday through Friday) that vary from the 7 a.m.
26 start time as of the effective date of this Agreement will remain in place unless a
27 proposed change is mutually agreed to by the District and the appropriate
28 SFBCTCU Union.

29 The purpose of this Article is to define the normal work day and week. It is not to
30 be read as a guarantee of a particular number of hours of work or a particular
31 schedule of work.

IV. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

1 **A. REQUIRED EDUCATIONAL PROGRAMS**

2 Represented employees shall be on paid status when required to attend
3 educational programs scheduled during their normal working hours.

4 **B. PRE-RETIREMENT PLANNING SEMINAR**

5 Where their attendance does not conflict with maintaining necessary operations,
6 unit members are encouraged to attend classified employee workshops during the
7 District's Professional Development Days. Such attendance must be approved in
8 advance by the unit member's supervisor.

9 The District will attempt to schedule representatives from SFERS to present a pre-
10 retirement planning seminar during these days.

11 **C. STAFF DEVELOPMENT**

12 Unit members may apply for AB 1725 grant funds through the District's Office of
13 Professional Development.

14 **D. ENROLLMENT FEE WAIVER**

15 1. To improve staff development opportunities, the District will waive
16 enrollment fees for eligible classified employees who enroll in District
17 credit courses, provided that (1) course meeting dates/times shall not
18 conflict with work schedules, and (2) enrollment shall be on a space
19 available basis. Waiver of fees shall be limited to enrollment fees,
20 telephone registration fees, and health fees for up to fifteen (15) units per
21 fiscal year. Waiver of fees shall not include Non-resident/International
22 Student Tuition.

23 a. This program is not a guarantee of enrollment in a class; employees
24 who wish to enroll in a course must follow normal District processes
25 regarding admission and enrollment.

26 b. Eligible classified employees may borrow textbooks for District
27 coursework at no cost from the Bookstore, provided that they
28 complete the "City College of San Francisco Classified Book Loan
29 Program" form and comply with all of the requirements set forth in
30 that form.

31 c. Employees who wish to avail themselves of this program must
32 complete and submit the District's Enrollment Fee Waiver Program
33 Form (Exhibit D) prior to or at the time of registration. Enrollment
34 Fee Waiver Program Forms submitted after registration will not be
35 honored

V. WORKING CONDITIONS

1 E. WORK ENVIRONMENT

2 1. District Responsibility

3 The District acknowledges its responsibility to provide safe, healthful
4 work environments for employees. The District agrees it shall maintain
5 and comply with all safety requirements, including requirements for
6 District-provided medical examinations, as determined by applicable law,
7 including regulations of the California Occupational Safety and Health
8 Act (Cal-OSHA).

9 2. Employee Rights and Responsibilities

10 a. Employees acknowledge their responsibility to assist the District in
11 providing a safe, healthful work environment. Each employee agrees
12 to report (upon discovery), in writing if possible, any alleged unsafe
13 condition in his/her work environment to his/her immediate
14 supervisor.

15 b. No employee shall suffer adverse action by reason of his/her refusal
16 to perform hazardous or unsafe tasks or his/her refusal to enter
17 unsafe or hazardous areas nor shall any employee be subject to
18 discipline or retaliation for exercising any rights under this Article.

19 3. Appeal to Cal-OSHA

20 When in the best judgment of the employee such conditions exist, the
21 employee shall notify his/her immediate supervisor. If it is agreed that a
22 task or area is hazardous, the employee shall be temporarily reassigned
23 until the hazard is eliminated. If the supervisor does not agree that the
24 task or area is hazardous, the Cal-OSHA representative shall be
25 immediately called to render a final and binding decision. The SFBCTCU
26 shall be simultaneously notified and the employee shall be temporarily
27 reassigned until the determination by Cal-OSHA is rendered.

28 4. Non-Bargaining Unit Employees

29 Where the District has determined such work is not hazardous or unsafe
30 and where the District reasonably determines that there is an urgent need
31 and justification to proceed with the work pending Cal-OSHA review,
32 supervisors, managers, or outside contractors may be utilized to perform
33 the work pending Cal-OSHA final determination. In the event that Cal-
34 OSHA is abolished, then an agreed-upon third party shall be called in to
35 replace the Cal-OSHA representative process.

ARTICLE V – WORKING CONDITIONS

1 5. Right to Know

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

4 **F. WORK CLOTHING, SAFETY CLOTHING & EYE PROTECTION**

5 The District shall continue existing practices regarding work clothing, protective
6 overalls, foul weather gear, safety clothing, and eye protection, including
7 providing the following items every twelve months:

8 1. Carpenter

- 9 • 4 pairs of pants
- 10 • 4 pairs of overalls
- 11 • Safety work boots in compliance with Cal OSHA regulations

12 2. Electrician

- 13 • 4 pairs of pants and 4 shirts
- 14 • Safety work boots in compliance with Cal OSHA regulations

15 3. Locksmith

- 16 • 4 shirts
- 17 • 4 pairs of pants
- 18 • Safety work boots in compliance with Cal OSHA regulations

19 4. Painter

- 20 • 4 shirts
- 21 • 4 pairs of overalls
- 22 • Safety work boots in compliance with Cal OSHA regulations

23 5. Plumber/Steamfitter

- 24 • 4 pairs of overalls
- 25 • Safety work boots in compliance with Cal OSHA regulations

26 6. Gardeners

- 27 • 4 pairs of pants and 4 shirts
- 28 • Coveralls or protective clothing as deemed appropriate
- 29 • Safety work boots in compliance with Cal OSHA regulations

30 7. Truck Drivers

- 31 • 3 pairs of gloves
- 32 • 4 pairs of pants and 4 shirts
- 33 • Safety work boots in compliance with Cal OSHA regulations

ARTICLE V – WORKING CONDITIONS

1 In addition, all bargaining unit members will be provided foul weather gear
2 consisting of hat, coat, pants and boots when required to perform their normal
3 work duties in the rain.

4 Upon request, the District shall provide prescription eye protection for employees
5 performing duties that require eye protection under Cal-OSHA regulations.

6 **G. TOOLS**

7 The District agrees to provide all needed tools and equipment for all employees
8 (Article I.A. RECOGNITION) to perform his/her assignment. The parties agree
9 that tools are property of the District and employees shall not take District-
10 provided tools home.

11 **H. LOCKERS**

12 Lockers will be available for covered employees.

13 **I. CLEAN-UP TIME**

14 Covered employees will be provided with appropriate clean-up time (no more
15 than 30 minutes per day) at the end of their daily assigned shift. The supervisor
16 shall determine how much clean-up time is appropriate.

17 **J. VEHICLES**

18 Covered employees may take District vehicles home when assigned by their
19 supervisor with the approval of the appropriate Vice Chancellor.

20 **K. NO WORK STOPPAGES**

21 It is mutually agreed and understood that during the period this Agreement is in
22 force and effect, the signatory SFBCTCU and covered employees will not
23 authorize or engage in any strike, slowdown, sympathy strike, or other work
24 stoppage.

25 The District will not lock out covered employees during the period this
26 Agreement is in force and effect.

27 **L. UNDERGROUND VAULTS**

28 A minimum of two (2) employees shall be assigned to any work requiring
29 entrance into an underground vault.

30

ARTICLE V – WORKING CONDITIONS

1 M. ENERGIZED CIRCUITS

2 On all energized circuits of four hundred and eighty (480) volts or over, as a
3 safety measure, two (2) or more Journeymen of the proper classification must
4 work together, except for testing or replacing fuses.

5 N. REST BREAKS

6 Covered employees will be provided with two (2) break periods during their
7 regular shift of fifteen (15) minutes, one approximately two (2) hours after the
8 start of the shift and the other approximately two (2) hours before the end of the
9 shift. Covered employees will be provided with an unpaid meal break of not less
10 than thirty (30) minutes approximately mid shift. Occasionally, such breaks may
11 be delayed at the request of a supervisor in order to complete urgent work
12 assignments, or to fulfill District needs. Such breaks shall not be used in the
13 following situations:

- 14 1. To arrive late for work;
- 15 2. To leave work early;
- 16 3. Within one (1) hour of the beginning or ending of regular work
17 assignments, unless specifically authorized. Any such authorization shall
18 not be considered as precedent-setting, or as establishing a practice within
19 that work area or within the District.

1 **VI. SCOPE OF AGREEMENT**

2 **A. SCOPE OF AGREEMENT**

3 The District shall meet and negotiate with the Union prior to changing any
4 District policy or practice within the scope of representation, including District
5 controlled rules and/or regulations, subject to EERA’s impasse procedures.
6 Violation of this paragraph is subject to PERB’s jurisdiction and shall not be
7 subject to any negotiated grievance procedure.

8 The parties recognize that recodification may have rendered the references to
9 specific Civil Service Rules and Charter sections contained herein, incorrect.
10 Therefore, the parties agree that such terms will be read as if they accurately
11 referenced the same sections in their newly codified form as of July 1, 2007.

12 **B. DURATION OF AGREEMENT; REOPENERS**

13 1. This Agreement shall be in effect from July 1, 2016, through June 30,
14 2019, unless otherwise specified herein.

15 2. The union may, following final reconciliation of budget actuals for the
16 fiscal years 2015/16, 2016/17, 2017/18 and 2018/19, reopen negotiations
17 during the month of January of 2017, 2018, 2019 and/or 2020 regarding
18 carryover dollars that may be available for compensation increases
19 (“lookback negotiations”). Nothing herein shall preclude inclusion of
20 retroactivity to July 1 of 2015, 2016, 2017 and/or 2018, respectively.

21 3. The parties further agree to Sunshine proposals by February 1, 2019 for
22 negotiations on changes to this agreement to become effective July 1,
23 2019.

24 **C. SAVINGS CLAUSE**

25 Should any part of this Agreement be determined to be contrary to law, such
26 invalidation of that part or portion of this Agreement shall not invalidate the
27 remaining portions hereof.

SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on September 12, 2016.

The Union, by a majority vote of its membership, ratified the Agreement on September 28, 2016

The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on October 13, 2016.

FOR THE DISTRICT

FOR THE UNION

Dianna Gonzales
Vice Chancellor, Human Resources

Northern California Carpenters Regional
Council/Local 22

Ron Gerhard, Vice Chancellor
Finance and Administration

Bay Counties District Council of Painters
No. 16, Local 1176s

Justin Otto Sceva
Renne Sloan Holtzman Sakai LLP
Public Law Group

Teamsters Local 853, West Bay Division,
International Brotherhood of Teamsters

Susan Lamb, Chancellor

International Brotherhood of Electrical
Workers, Local 6

Laborers International Union of North
American, Local 261

United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry, Local 38

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
&
SAN FRANCISCO BUILDING & CONSTRUCTION TRADE COUNCIL UNIONS

EFFECTIVE JULY 1, 2016 – JUNE 30, 2019

SIDE LETTERS AND EXHIBITS

SIDE LETTER #1
Reservation re Possible Supervisory Differential

It is the District's expectation that employees in the SFBCTCU bargaining unit will not be expected to perform the role of a bona fide supervisor in overseeing the work of other skilled crafts personnel, and that such supervisory work, in the absence of the Buildings & Grounds Maintenance Superintendent, will be performed by personnel outside of the SFBCTCU bargaining unit. If the District adopts a practice contrary to this, the parties will reopen on the issue of a supervisory differential.

FOR THE DISTRICT

FOR THE UNION

Steven R. Hale
Employee Relations Manager

Northern California Carpenters Regional
Council/Local 22

Bay Counties District Council of Painters
No. 16, Local 1176

Teamsters Local 853, West Bay Division,
International Brotherhood of Teamsters

International Brotherhood of Electrical
Workers, Local 6

Laborers International Union of North
American, Local 261

United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry, Local 38

SIDE LETTER #2
Reduced Work Week

For the term of the successor collective bargaining agreement (through 6/30/2010), the language in III.V shall be interpreted in light of the following:

Bargaining unit employees shall work a reduced work week of 36 hours without a reduction in compensation, retirement contributions, health service contributions, vacation accruals, or sick leave credits. To assure proper coverage by unit personnel on District projects, bargaining unit employees shall work 40 hours in one week and 32 hours in the following week, with alternating Fridays off. The Director of Buildings and Grounds and SFBCTCU representatives will meet within 14 days after ratification of this Agreement to establish an appropriate schedule. Further permanent changes to the schedule will be worked out between the Director of Buildings and Grounds and SFBCTCU representatives. If a City Charter agency such as SFERS takes a position contrary to this, the parties shall reopen negotiations on the subject.

FOR THE DISTRICT

FOR THE UNION

Steven R. Hale
Employee Relations Manager

Northern California Carpenters Regional
Council/Local 22

Bay Counties District Council of Painters
No. 16, Local 1176

Teamsters Local 853, West Bay Division,
International Brotherhood of Teamsters

International Brotherhood of Electrical
Workers, Local 6

Laborers International Union of North
American, Local 261

United Association of Journeymen and
Apprentices of the Plumbing and Pipe
Fitting Industry, Local 38

EXHIBIT A: SALARY TABLE EFFECTIVE 7/1/15-6/30/16 (Inclusive of 1.02% COLA)

| Class Number | Class Title | | Step #1 | Step #2 | Step #3 | Step #4 | Step #5 |
|--------------|--------------------------|----|-----------|-----------|------------|------------|------------|
| 3417 | Gardener | H | 24.43 | 25.62 | 26.89 | 28.22 | 29.60 |
| | | BW | 1,954.61 | 2,049.42 | 2,150.82 | 2,257.99 | 2,367.63 |
| | | AN | 50,819.96 | 53,284.87 | 55,921.25 | 58,707.67 | 61,558.39 |
| 3418 | Garden Asst Supvr | H | 28.22 | 29.60 | 31.06 | 32.56 | 34.21 |
| | | BW | 2,257.99 | 2,367.63 | 2,484.69 | 2,605.05 | 2,736.95 |
| | | AN | 58,707.67 | 61,558.39 | 64,602.01 | 67,731.37 | 71,160.81 |
| 3419 | Muni. Stadium Groundskpr | H | 28.16 | 29.55 | 31.00 | 32.53 | 34.16 |
| | | BW | 2,253.04 | 2,364.33 | 2,479.75 | 2,602.58 | 2,732.83 |
| | | AN | 58,579.06 | 61,472.65 | 64,473.41 | 67,667.07 | 71,053.64 |
| 3422 | Park Sect Supervisor | H | 29.60 | 31.07 | 32.58 | 34.16 | 35.88 |
| | | BW | 2,367.63 | 2,485.52 | 2,606.70 | 2,732.83 | 2,870.50 |
| | | AN | 61,558.39 | 64,623.45 | 67,774.24 | 71,053.64 | 74,633.12 |
| 3428 | Nursery Specialist | H | 28.22 | 29.60 | 31.06 | 32.56 | 34.21 |
| | | BW | 2,257.99 | 2,367.63 | 2,484.69 | 2,605.05 | 2,736.95 |
| | | AN | 58,707.67 | 61,558.39 | 64,602.01 | 67,731.37 | 71,160.81 |
| 3464 | Supr Parks & Facilities | H | 32.12 | 33.69 | 35.41 | 37.16 | 39.02 |
| | | BW | 2,569.60 | 2,694.91 | 2,832.58 | 2,972.73 | 3,121.94 |
| | | AN | 66,809.71 | 70,067.68 | 73,647.15 | 77,290.93 | 81,170.48 |
| 6333 | Sr. Building Inspector | H | 45.58 | 47.85 | 50.25 | 52.74 | 55.38 |
| | | BW | 3,646.25 | 3,827.61 | 4,019.70 | 4,219.20 | 4,430.24 |
| | | AN | 94,802.49 | 99,517.97 | 104,512.08 | 109,699.11 | 115,186.20 |
| 7226 | Carpentr Suprvisor I | H | 40.15 | 42.13 | 44.23 | 46.45 | 48.78 |
| | | BW | 3,211.80 | 3,370.08 | 3,538.26 | 3,716.32 | 3,902.63 |
| | | AN | 83,506.78 | 87,622.11 | 91,994.64 | 96,624.38 | 101,468.46 |
| 7238 | Electrician Supervisor I | H | 39.00 | 40.99 | 43.00 | 45.16 | 47.39 |
| | | BW | 3,120.29 | 3,279.40 | 3,440.15 | 3,612.45 | 3,791.34 |
| | | AN | 81,127.61 | 85,264.37 | 89,443.99 | 93,923.70 | 98,574.87 |
| 7242 | Painter Supervisor I | H | 33.53 | 35.20 | 36.98 | 38.79 | 40.77 |
| | | BW | 2,682.54 | 2,816.10 | 2,958.71 | 3,102.98 | 3,261.26 |
| | | AN | 69,746.17 | 73,218.47 | 76,926.55 | 80,677.50 | 84,792.82 |
| 7242 | Painter Supervisor I(A) | H | 33.53 | 35.20 | 36.98 | 38.79 | 40.77 |
| | | BW | 2,682.54 | 2,816.10 | 2,958.71 | 3,102.98 | 3,261.26 |
| | | AN | 69,746.17 | 73,218.47 | 76,926.55 | 80,677.50 | 84,792.82 |
| 7242 | Painter Supervisor I(B) | H | 35.37 | 37.16 | 39.02 | 40.99 | 43.00 |
| | | BW | 2,829.29 | 2,972.73 | 3,121.94 | 3,279.40 | 3,440.15 |
| | | AN | 73,561.42 | 77,290.93 | 81,170.48 | 85,264.37 | 89,443.99 |
| 7342 | Locksmith | H | 32.56 | 34.21 | 35.91 | 37.67 | 39.59 |
| | | BW | 2,605.05 | 2,736.95 | 2,872.98 | 3,013.95 | 3,167.28 |
| | | AN | 67,731.37 | 71,160.81 | 74,697.42 | 78,362.63 | 82,349.35 |
| 7344 | Carpenter | H | 32.56 | 34.21 | 35.91 | 37.67 | 39.59 |
| | | BW | 2,605.05 | 2,736.95 | 2,872.98 | 3,013.95 | 3,167.28 |
| | | AN | 67,731.37 | 71,160.81 | 74,697.42 | 78,362.63 | 82,349.35 |
| 7345 | Electrician | H | 34.53 | 36.20 | 38.04 | 39.96 | 41.93 |
| | | BW | 2,762.51 | 2,896.06 | 3,042.80 | 3,196.96 | 3,354.42 |
| | | AN | 71,825.26 | 75,297.57 | 79,112.82 | 83,120.97 | 87,214.86 |
| 7346 | Painter | H | 29.60 | 31.06 | 32.56 | 34.21 | 35.91 |
| | | BW | 2,367.63 | 2,484.69 | 2,605.05 | 2,736.95 | 2,872.98 |
| | | AN | 61,558.39 | 64,602.01 | 67,731.37 | 71,160.81 | 74,697.42 |
| 7347 | Plumber | H | 37.50 | 39.38 | 41.33 | 43.39 | 45.57 |
| | | BW | 2,999.93 | 3,150.79 | 3,306.60 | 3,471.48 | 3,645.43 |
| | | AN | 77,998.25 | 81,920.67 | 85,971.69 | 90,258.49 | 94,781.06 |
| 7348 | Steamfitter | H | 37.50 | 39.38 | 41.33 | 43.39 | 45.57 |
| | | BW | 2,999.93 | 3,150.79 | 3,306.60 | 3,471.48 | 3,645.43 |
| | | AN | 77,998.25 | 81,920.67 | 85,971.69 | 90,258.49 | 94,781.06 |
| 7355 | Truck Driver | H | 33.53 | 36.97 | 36.97 | 36.97 | 36.97 |
| | | BW | 2,682.54 | 2,957.89 | 2,957.89 | 2,957.89 | 2,957.89 |
| | | AN | 69,746.17 | 76,905.12 | 76,905.12 | 76,905.12 | 76,905.12 |
| 7355 | Truck Driver Heavy | H | 33.53 | 36.97 | 36.97 | 36.97 | 36.97 |
| | | BW | 2,682.54 | 2,957.89 | 2,957.89 | 2,957.89 | 2,957.89 |

| | | | | | |
|----|-----------|-----------|-----------|-----------|-----------|
| AN | 69,746.17 | 76,905.12 | 76,905.12 | 76,905.12 | 76,905.12 |
|----|-----------|-----------|-----------|-----------|-----------|

EXHIBIT A-1:SALARY TABLE EFFECTIVE 7/1/16 – 6/30/17

| Class Number | Class Title | | Step #1 | Step #2 | Step #3 | Step #4 | Step #5 |
|--------------|--------------------------|----|------------|------------|------------|------------|------------|
| 3417 | Gardener | H | 26.42 | 27.70 | 29.07 | 30.52 | 32.00 |
| | | BW | 2,113.53 | 2,216.03 | 2,325.68 | 2,441.56 | 2,560.12 |
| | | AN | 54,951.73 | 57,616.83 | 60,467.68 | 63,480.56 | 66,563.12 |
| 3418 | Garden Asst Supvr | H | 30.52 | 32.00 | 33.58 | 35.21 | 36.99 |
| | | BW | 2,441.57 | 2,560.12 | 2,686.70 | 2,816.85 | 2,959.46 |
| | | AN | 63,480.77 | 66,563.12 | 69,854.30 | 73,238.05 | 76,946.06 |
| 3419 | Muni. Stadium Groundskpr | H | 30.45 | 31.96 | 33.52 | 35.18 | 36.94 |
| | | BW | 2,436.22 | 2,556.56 | 2,681.35 | 2,814.18 | 2,955.01 |
| | | AN | 63,341.62 | 66,470.56 | 69,715.15 | 73,168.58 | 76,830.21 |
| 3422 | Park Sect Supervisor | H | 32.00 | 33.59 | 35.23 | 36.94 | 38.80 |
| | | BW | 2,560.12 | 2,687.59 | 2,818.63 | 2,955.01 | 3,103.87 |
| | | AN | 66,563.12 | 69,877.39 | 73,284.43 | 76,830.21 | 80,700.67 |
| 3428 | Nursery Specialist | H | 30.52 | 32.00 | 33.58 | 35.21 | 36.99 |
| | | BW | 2,441.57 | 2,560.12 | 2,686.70 | 2,816.85 | 2,959.46 |
| | | AN | 63,480.77 | 66,563.12 | 69,854.30 | 73,238.05 | 76,946.06 |
| 3464 | Supr Parks & Facilities | H | 34.73 | 36.43 | 38.29 | 40.18 | 42.20 |
| | | BW | 2,778.52 | 2,914.01 | 3,062.87 | 3,214.41 | 3,375.76 |
| | | AN | 72,241.52 | 75,764.21 | 79,634.67 | 83,574.61 | 87,769.76 |
| 6333 | Sr. Building Inspector | H | 49.28 | 51.74 | 54.33 | 57.03 | 59.88 |
| | | BW | 3,942.69 | 4,138.80 | 4,346.50 | 4,562.22 | 4,790.42 |
| | | AN | 102,509.89 | 107,608.80 | 113,008.90 | 118,617.62 | 124,550.82 |
| 7226 | Carpentr Supervisor I | H | 43.41 | 45.55 | 47.82 | 50.23 | 52.75 |
| | | BW | 3,472.92 | 3,644.06 | 3,825.92 | 4,018.46 | 4,219.93 |
| | | AN | 90,295.92 | 94,745.66 | 99,473.92 | 104,479.86 | 109,718.13 |
| 7238 | Electrician Supervisor I | H | 42.17 | 44.33 | 46.50 | 48.83 | 51.24 |
| | | BW | 3,373.98 | 3,546.02 | 3,719.84 | 3,906.14 | 4,099.58 |
| | | AN | 87,723.38 | 92,196.42 | 96,715.84 | 101,559.74 | 106,589.18 |
| 7242 | Painter Supervisor I | H | 36.26 | 38.06 | 39.99 | 41.94 | 44.08 |
| | | BW | 2,900.63 | 3,045.05 | 3,199.26 | 3,355.25 | 3,526.41 |
| | | AN | 75,416.43 | 79,171.25 | 83,180.66 | 87,236.45 | 91,686.61 |
| 7242 | Painter Supervisor I(A) | H | 36.26 | 38.06 | 39.99 | 41.94 | 44.08 |
| | | BW | 2,900.63 | 3,045.05 | 3,199.26 | 3,355.25 | 3,526.41 |
| | | AN | 75,416.43 | 79,171.25 | 83,180.66 | 87,236.45 | 91,686.61 |
| 7242 | Painter Supervisor I(B) | H | 38.24 | 40.18 | 42.20 | 44.33 | 46.50 |
| | | BW | 3,059.31 | 3,214.41 | 3,375.75 | 3,546.02 | 3,719.84 |
| | | AN | 79,542.11 | 83,574.61 | 87,769.55 | 92,196.42 | 96,715.84 |
| 7342 | Locksmith | H | 35.21 | 36.99 | 38.83 | 40.74 | 42.81 |
| | | BW | 2,816.85 | 2,959.46 | 3,106.55 | 3,258.98 | 3,424.79 |
| | | AN | 73,238.05 | 76,946.06 | 80,770.35 | 84,733.38 | 89,044.59 |
| 7344 | Carpenter | H | 35.21 | 36.99 | 38.83 | 40.74 | 42.81 |
| | | BW | 2,816.85 | 2,959.46 | 3,106.55 | 3,258.98 | 3,424.79 |
| | | AN | 73,238.05 | 76,946.06 | 80,770.35 | 84,733.38 | 89,044.59 |
| 7345 | Electrician | H | 37.34 | 39.14 | 41.13 | 43.21 | 45.34 |
| | | BW | 2,987.10 | 3,131.51 | 3,290.18 | 3,456.87 | 3,627.14 |
| | | AN | 77,664.70 | 81,419.31 | 85,544.58 | 89,878.67 | 94,305.54 |
| 7346 | Painter | H | 32.00 | 33.58 | 35.21 | 36.99 | 38.83 |
| | | BW | 2,560.12 | 2,686.71 | 2,816.85 | 2,959.46 | 3,106.55 |
| | | AN | 66,563.12 | 69,854.51 | 73,238.05 | 76,946.06 | 80,770.35 |
| 7347 | Plumber | | 40.55 | 42.59 | 44.69 | 46.92 | 49.27 |
| | | BW | 3,243.82 | 3,406.96 | 3,575.42 | 3,753.71 | 3,941.80 |
| | | AN | 84,339.42 | 88,580.96 | 92,961.02 | 97,596.51 | 102,486.80 |
| 7348 | Steamfitter | H | 40.55 | 42.59 | 44.69 | 46.92 | 49.27 |
| | | BW | 3,243.82 | 3,406.96 | 3,575.42 | H | 3,941.80 |
| | | AN | 84,339.42 | 88,580.96 | 92,961.02 | 97,596.51 | 102,486.80 |
| 7355 | Truck Driver | H | 36.26 | 39.98 | 39.98 | 39.98 | 39.98 |
| | | BW | 2,900.63 | 3,198.37 | 3,198.37 | 3,198.37 | 3,198.37 |
| | | AN | 75,416.43 | 83,157.57 | 83,157.57 | 83,157.57 | 83,157.57 |
| 7355 | Truck Driver Heavy | H | 36.26 | 39.98 | 39.98 | 39.98 | 39.98 |

| | | | | | | | |
|--|--|----|-----------|-----------|-----------|-----------|-----------|
| | | BW | 2,900.63 | 3,198.37 | 3,198.37 | 3,198.37 | 3,198.37 |
| | | AN | 75,416.43 | 83,157.57 | 83,157.57 | 83,157.57 | 83,157.57 |

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Article I: Leaves of Absence - General Requirements

Article II: Sick Leave - General Provisions

Article III: Sick Leave With Pay

Article IV: Sick Leave Without Pay

Article V: Compulsory Sick Leave

Article VI: Disability Leave

Article VII: Military, War Effort and Sea Duty Leaves

Article VIII: Unpaid Administrative Leave or Furlough

Article IX: Other Leaves of Absence

Article X: Appeal Procedures

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

Article I: Leaves of Absence - General Requirements

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.1 Leaves of Absence - General Requirements

- 120.1.1 Leaves of absence, hereinafter referred to in this Rule as "leave," shall be governed by the provisions of this Rule. For the purpose of this Rule, "appointing officer" shall mean all elected officials; all department heads designated by the Charter as appointing officers; and all Boards and Commissions when officiating as appointing officers.
- 120.1.2 Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision for appeal is specifically granted in this Rule. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this Rule. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.
- 120.1.3 Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer or designee on the form prescribed by the Human Resources Director. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic. Verification of sick leave with pay for less than five (5) working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this Rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

- 120.1.4 The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review or analysis by Department of Human Resources and Office of Labor Standards Enforcement staff.
- 120.1.5 Except as otherwise provided in these Rules, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation as provided elsewhere in these Rules.
- 120.1.6 Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this Rule, or for authorized holiday or vacation, leaves shall be without pay.
- 120.1.7 Refer to the Probationary Period Rule on leave during the probationary period.
- 120.1.8 Exempt employees shall be granted paid sick leave pursuant to Administrative Code Chapter 12W provisions and may be granted leaves in accordance with the provisions of this Rule. The decision of the appointing officer shall be final and not subject to appeal.
- 120.1.9 An appointee shall not be required to sign a resignation form as a condition of approval of a leave.
- 120.1.10 Leaves granted under this Rule shall be indicated on timerolls as designated by the Controller.
- 120.1.11 An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

Article II: Sick Leave - General Provisions

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.2 Eligibility for Sick Leave

Subject to the provisions of this Rule, employees and officers (hereinafter called "employees") who are absent from their duties because of illness or disability are eligible for sick leave.

Sec. 120.3 Sick Leave - Exclusions from Eligibility

This Rule shall not apply to certificated employees of the School Districts, employees under personal services contracts, elective officers, and members of Boards and Commissions.

Sec. 120.4 Verification of Sick Leave

120.4.1 The appointing officer or designee to whom application for sick leave is made may make such independent investigation as to the necessity for sick leave as is deemed proper and may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

120.4.2 The Human Resources Director may at any time make such independent investigation as may be deemed proper regarding the illness of any person on sick leave.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

Sec. 120.5 Retirement Automatically Terminates Sick Leave

Sick leave shall automatically terminate on the effective date of an employee's retirement.

Sec. 120.6 Abridgment of Sick Leave

Sick leaves granted in excess of five (5) working days may be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position.

Sec. 120.7 Definition of Sick Leave

A leave granted under this Rule for one of the following reasons shall be known as "sick leave":

120.7.1 Sick Leave - Medical Reasons

Absence because of illness, including alcoholism, or injury other than illness or injury arising out of and in the course of City and County employment; absence due to illness or injury arising out of and in the course of employment is administered either under the Rules of the Retirement Board and is referred to as "disability leave" and may be supplemented as provided elsewhere in this Rule or under the provisions of this Rule and the Administrative Code for those employees injured by battery ("leave due to battery"); and absence because of medical or dental appointments.

120.7.2 Sick Leave - Quarantine

Absence during a period of quarantine established and declared by the Department of Public Health or other authority.

120.7.3 Sick Leave – Bereavement

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;

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

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.

120.7.4 Sick Leave - Maternity

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this Rule governing sick leave without pay.

120.7.5 Sick Leave - Parental Leave

Absence due to the birth of a child to the employee, the employee's spouse, or the employee's domestic partner or assumption by the employee of parenting or child rearing responsibilities either by adoption or foster care.

120.7.6 Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse or Registered Domestic Partner

Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities. Absence because of illness, injury or medical appointments of the employee's parent, spouse or registered domestic partner.

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W

1) Absence due to the illness, injury, medical care, treatment, diagnosis or medical appointment of the employee; employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state law, or "designated person."

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

City and County of San Francisco Civil Service Commission Rules In Effect as of 1/16/07

The aforementioned child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" includes a child of a domestic partner and a child of a person standing in loco parentis.

- 2) For the purpose of this section, the definition of "designated person" is: one person designated by an employee who has no spouse or registered domestic partner, as the person for whom the employee may use paid sick leave to aid or care for under this section. The opportunity to make such a designation shall be extended to the employee no later than the date on which the employee has worked thirty (30) hours after paid sick leave begins to accrue. There shall be a window of ten (10) business days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) business days for the employee to make the designation.

120.7.8 Sick Leave - Compulsory

Leave imposed by an appointing officer due to an employee's medical inability or incapacity to perform all the duties of the position as provided elsewhere in this Rule.

Article III: Sick Leave with Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.8 Sick Leave with Pay Eligibility

120.8.1 Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six (6) continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this Rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this Rule shall not be considered as a break in the continuous service of an employee.

120.8.2 A break in service of more than six (6) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.

120.8.3 Sick leave with pay credits will continue to accrue at the normal rate while an employee is on either furlough or voluntary unpaid time off in accordance with this Rule, for a maximum of up to ten (10) days per fiscal year for imposed furlough or twenty (20) days per fiscal year for voluntary unpaid time off

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave

120.9.1 For employees who begin paid status after February 5, 2007, sick leave with pay may be granted to said employees, who have earned sick leave with pay credits under this section, ninety (90) days following their first day in paid status.

120.9.2 Employees hired on or before February 5, 2007, shall immediately be eligible to accrue and use sick leave with pay credits under this section.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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- 120.9.3 A complete separation in service other than an employee designated as a “holdover” will cause prior accumulated sick leave with pay credits to be cancelled and eligibility for sick leave with pay must be re-established.

Sec. 120.10 Sick Leave with Pay - Maximum Accumulation of Credits

120.10.1 Sick Leave with Pay – Maximum Accumulation of Credits

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits for other employees, the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed 1040 hours. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

120.10.2 Maximum Accumulation of Credits Pursuant to Administrative Code Chapter 12W

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed seventy-two (72) hours.

Sec. 120.11 Sick Leave with Pay - Restrictions

- 120.11.1 Sick leave with pay is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Rule.

- 120.11.2 An appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five (5) working days.

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120.11.3 The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

Sec. 120.12 Prohibition Against Employment While on Sick Leave with Pay

120.12.1 Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of these Rules governing such employment.

120.12.2 Violators of this section are subject to disciplinary action as provided in the Charter.

Sec. 120.13 Calculation of Sick Leave with Pay Credits

120.13.1 Unless otherwise provided in this Rule or by ordinance, 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.

120.13.2 Sick leave with pay credits earned pursuant to Administrative Code Chapter 12W shall accrue at the rate of 1 hour for every thirty (30) hours worked.

120.13.3 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project shall earn sick leave with pay credits at the rate of .075 hours for each hour of regularly scheduled paid service actually worked during her/his regularly scheduled twelve hour shifts. This Rule shall apply only to those 2320 Registered Nurses who are regularly scheduled to work two 12 hour shifts on weekends in the San Francisco General Hospital Pilot Project.

Sec. 120.14 Disbursement of Sick Leave with Pay Credits

120.14.1 Sick leave with pay credits shall be used and deducted at the minimum rate in units of one hour for those employees whose credits are calculated in hours.

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120.14.2 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project, and who use sick leave during any portion of such shifts, shall be entitled to use and deduct sick leave with pay credits at the rate of 1.5 hours for each hour of such sick leave, e.g., sick leave for four (4) hours of a shift = six (6) hours sick leave with pay. The benefits of this Rule shall be available only to a 2320 Registered Nurse who is regularly scheduled to work two (2) twelve (12) hour shifts on weekends in the San Francisco General Hospital Pilot Project, and who is required to use sick leave during some of all of her/his regularly scheduled twelve (12) hour shifts on weekends during the pilot project.

Sec. 120.15 Conversion of Sick Leave with Pay Credits from Days to Hours

Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule in effect on the effective date of this amended Rule, except if the Human Resources Director determines that such conversion is inequitable and allows another formula to be used.

Sec. 120.16 Employees Injured by Battery

120.16.1 An employee absent because of bodily injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to sick leave with pay under the provisions of the Administrative Code.

120.16.2 Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.

120.16.3 The decision of the Human Resources Director may be appealed to the Commission whose decision is final.

120.16.4 Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Sec. 120.17 Appeal of Denial of Sick Leave with Pay

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is appealable as provided elsewhere in this Rule.

Sec. 120.18 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance

120.18.1 An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, 1978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

| Schedule of Service Requirements and Allowances for Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance at the Time of Retirement, Separation Because of Accident or Death | |
|--|------------------------------|
| Service Requirement | Amount of Cash Reimbursement |
| 15 or more years of service | 100% |
| More than 5 continuous years but less than 15 continuous years of service | 50% |
| Up to and including 5 continuous years of service | 33.3% |

120.18.2 Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be further subject to the following:

- 1) The Human Resources Director shall administer the provisions of this section.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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- 2) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.
- 3) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one (1) year of such retirement, separation or death.
- 4) Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of pay of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one (1) or more years at the time of separation.
- 5) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.
- 6) The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article IV: Sick Leave without Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.19 Sick Leave without Pay - Eligibility

Subject to the provisions of this section, sick leave without pay may be granted to employees who are not eligible for sick leave with pay or, subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.

Sec. 120.20 Sick Leave without Pay - Temporary and Provisional Employees

Sick leave without pay may be granted to temporary or provisional employees. Such leave shall be renewed monthly and shall not be extended beyond three (3) calendar months except for sick leave - maternity.

Sec. 120.21 Sick Leave without Pay - Permanent Employees

120.21.1 Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless the physician designated by the Human Resources Director advises that there is a reasonable probability that the employee will be able to return to employment.

120.21.2 If the physician designated by the Human Resources Director determines that there is no reasonable probability that the employee will be able to return to duty, the appointing officer shall have good cause for discharge.

120.21.3 The physician designated by the Human Resources Director may defer certification of capability for additional periods of three (3)-month intervals up to one (1) additional year.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Sec. 120.22 Prohibition Against Employment While on Sick Leave Without Pay

120.22.1 Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.

120.22.2 Violators of this section are subject to disciplinary action.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article V: Compulsory Sick Leave

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.23 Compulsory Sick Leave

- 120.23.1 An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.
- 120.23.2 If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.
- 120.23.3 An employee shall remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director, but such leave shall not exceed the maximum period of sick leave provided in this Rule.
- 120.23.4 The employee placed on sick leave under the provisions of this section may appeal as provided under the appeal provisions of the Medical Examination Rule.
- 120.23.5 An employee placed on compulsory sick leave is ineligible for employment with the City and County and shall be placed under waiver on all lists on which the employee's name appears and shall otherwise be unemployable.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article VI: Disability Leave

Applicability: The provisions of Rule 120 apply to all officers and employees except for the Uniformed Ranks of the Police and Fire Departments or MTA Service-Critical Classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in this Rule are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical Classes as covered in Volumes II, III and IV.

Sec. 120.24 Disability Leave

- 120.24.1 Absence due to illness or injury arising out of and in the course of employment is defined as "disability leave" and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.
- 120.24.2 An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.
- 120.24.3 Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
- 120.24.4 Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.
- 120.24.5 Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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- 120.24.6 The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.
- 120.24.7 Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
- 120.24.8 When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.
- 120.24.9 An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
- 120.24.10 Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.
- 120.24.11 Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

- 120.25.1 Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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- 120.25.2 SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.
- 120.25.3 An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director to the appointing officer or designee within seven (7) calendar days following the first (1st) date of absence.
- 120.25.4 Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article VII: Military, War Effort and Sea Duty Leaves

Applicability Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.26 Military Leave

120.26.1 Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this Rule.

120.26.2 Time of War - Definition

The phrase "time of war" is defined elsewhere in these Rules.

120.26.3 Military Leave - Time of War

Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three (3) months after the conclusion of such service, but not later than one (1) year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

120.26.4 Military Leave - Time of Peace

Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three (3) months after the expiration thereof.

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120.26.5 Military Leave - Permanent Appointees

Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

120.26.6 Military Leave - Proof of Duty

Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

120.26.7 Military Leave - Salary While on Temporary Leave

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one (1) year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

120.26.8 Military Leave - Probationary Appointees

Refer to the Probationary Period Rule on leave during the probationary period.

120.26.9 Military Leave - Eligible Not Reached for Certification While in Service - Time of War

An eligible on a regular civil service list, who served on active military duty not including reserve service during time of war who presents an honorable discharge or certificate of honorable active service within one (1) year from the date of release from military service, shall be preferred for certification for a period of four (4) years after the cessation of hostilities in the order of standing upon the eligible list at the time of

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entrance into military service and before candidates procuring standing through an examination held subsequent to the entrance of such eligibles into the military service.

120.26.10 Military Leave - Eligibles Reached for Certification

If while in the military service, the name of an eligible was reached for certification to a permanent position and the eligible presents an honorable discharge or certificate of honorable active service within 120 days from the date of release from active military duty not including reserve service during time of war, the eligible shall be certified to a position in the class for which so reached; and, for all purposes of seniority, the date of certification if appointed, shall be deemed to be the date when the eligible was reached for certification while in the military service. A person appointed in accordance with this section shall serve the required probationary period. An eligible who is offered appointment in accordance with the provisions of this section and who waives appointment and is subsequently certified after withdrawal of waiver shall have seniority as of the date of such certification.

120.26.11 Military Leave - Participants in Written Examinations

Persons who participate in a written examination and who present their orders or other proof of service within 120 days from the date of release from active military service in time of war shall be allowed to participate in the remaining parts of the examination. If they meet all the eligibility qualifications, they shall be certified as of the date they would have been reached for certification in accordance with their rank based on the entire examination.

120.26.12 Military Leave - Employees or Officers Not Subject to Civil Service Examination

Military leave to an elected or appointed officer, appointed for a definite period of time, shall not be extended beyond the period of time for which elected or appointed, provided that if such officer is re-elected or reappointed, then military leave shall be automatically extended for such ensuing period of time.

Military leave to an employee occupying a position exempt from civil service examination shall not extend beyond the period of time for which the employee's appointing officer was elected or appointed.

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Sec. 120.27 War Effort Leave

The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

Sec. 120.28 Leave for Sea Duty as Licensed Officers

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Commission shall amend this section to implement such ordinance.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article VIII: Unpaid Administrative Leave or Furlough

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.29 Unpaid Administrative Leave or Furlough

120.29.1 General Provisions

- 1) Notwithstanding the layoff and involuntary leave provisions or any other provisions of these Rules, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.
- 2) The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.
- 3) This Rule shall apply to all employees of the City and County.
- 4) The Superintendent of the San Francisco Unified School District and the Chancellor of the San Francisco Community College District shall also be authorized to furlough any employee in the classified service upon their individual determinations that, based upon a review of projected revenues and expenditures, the budget will be insufficient to support the District's level of spending through the end of the fiscal year.
- 5) No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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120.29.2 Voluntary Unpaid Time Off

- 1) Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
- 2) The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten (10) working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.
- 3) An employee shall be entitled to take up to ten (10) unpaid days per fiscal year at the rate of no more than five (5) days in a three (3) month period, at the employee's discretion, upon at least fifteen (15) calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

120.29.3 Furloughs

- 1) Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.
- 2) Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.

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- 3) To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).
- 4) In determining which employees to furlough, an appointing officer shall consider citywide seniority within a class as well as considering the operational needs of the department.
- 5) In no event shall furlough be imposed upon an employee for more than four (4) days in any three (3) month period or ten (10) days in any fiscal year. Voluntary time off not to exceed a total of five (5) days per quarter or ten (10) days per year, approved pursuant to this section, shall be credited toward the maximum number of furlough days which may be imposed pursuant to this Rule.
- 6) Employees placed on furlough pursuant to this section shall be notified in writing at least fifteen (15) calendar days in advance of the effective date for the furlough.
- 7) The decision to furlough an individual employee within an operational unit shall be final except that an employee given notice of a furlough, which taken together with an employee's prior furloughs in the same fiscal year would exceed five (5) working days within any six (6) month period, may file an appeal. Such appeals must be in writing and filed within three (3) calendar days of the date of the notice of furlough with the Human Resources Director with a copy to the appointing officer. Within three (3) calendar days after receiving the appeal, the Department of Human Resources shall refer the written appeal and the appointing officer's written comments, if any, for determination to the Human Resources Director, the Mayor and the Controller, or their designees, who shall meet on no less than twenty four (24) hours public notice. The determination regarding the appeal shall be rendered within seven (7) calendar days of the date of the appeal. This decision is final and shall not be reconsidered by the Commission. The Human Resources Director shall notify the employee and the appointing officer of the decision prior to the effective date of the furlough.

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120.29.4 Restrictions on Use of Paid Time Off While on Voluntary Unpaid Time Off or Furlough

- 1) All voluntary unpaid time off or furlough imposed or granted pursuant to this section shall be without pay.
- 2) Employees granted voluntary unpaid time off or placed on furlough are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

120.29.5 Imposition of Furlough - Fair Labor Standards Act (FLSA) Restrictions

- 1) Furlough for employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) hour.
- 2) Furlough for employees who are exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) day.

120.29.6 Vacation and Sick Leave with Pay Accruals While on Voluntary Unpaid Time Off or Furlough

Subject to passage of necessary ordinances by the Board of Supervisors, vacation and sick leave with pay accruals shall continue during a maximum of ten (10) days of furlough in any fiscal year, or a maximum of twenty (20) days for approved voluntary unpaid time off taken pursuant to this Section in any fiscal year.

120.29.7 Duration and Revocation of Voluntary Unpaid Time Off or Furlough

Furlough imposed upon an employee shall remain in force for the period specified in the written notice unless sooner revoked by written notice from the appointing officer. Approved voluntary unpaid time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

120.29.8 Resolution of Disputes

Except as provided elsewhere in this section, the Human Resources Director shall act on all disputes arising out of the application or

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implementation of the provisions of this section. The decision of the Human Resources Director shall be final and shall not be reconsidered by the Commission.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article IX: Other Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.30 **Leave to Accept Other City and County Position**

120.30.1 Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment. Such leave by a probationary employee is subject to the provisions of the Rule governing the Probationary Period.

120.30.2 Denial of such leave by the appointing officer is appealable as provided elsewhere in this Rule.

Sec. 120.31 **Educational Leave**

120.31.1 Educational leave is defined as leave for the purpose of educational or vocational training in a field related to the employee's current position and as any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.

120.31.2 Educational leave may be approved for permanent appointees for a period of up to one (1) year. Requests for educational leave of longer than one (1) year must be renewed each year.

120.31.3 Denial of educational leave is appealable as provided elsewhere in this Rule.

120.31.4 An employee on educational leave shall not accept other employment without approval of the appointing officer and the Human Resources Director, except for employment in vacant positions with the City and County during school vacations.

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120.31.5 As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work. These records shall be maintained in such a manner as to be readily available for audit by Department of Human Resources staff. Failure to submit an acceptable record of completed educational work shall subject the employee to disciplinary action as provided in the Charter.

Sec. 120.32 Leave for Civilian Service in the National Interest

120.32.1 Civilian service in the national interest is defined as leave to serve with a federal, state or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

120.32.2 Such leave may be approved for permanent appointees for a period of up to one (1) year. Requests for such leave of longer than one (1) year must be renewed each year.

120.32.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.33 Leave for Employment as an Employee Organization Officer or Representative

120.33.1 Leave for employment as an employee organization officer or representative is defined as leave to serve full-time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

120.33.2 Leave for permanent appointees may be approved for the duration of such service.

120.33.3 Denial of such leave is appealable as provided elsewhere in this Rule.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Sec. 120.34 Family Care Leave

120.34.1 Definition of Family

A unit of interdependent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth, and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

120.34.2 Permanent employees who have one (1) or more years of continuous service in any status may be granted up to (1) year of unpaid family care leave for the following reasons:

- 1) The birth of a biological child of the employee;
- 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
- 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
- 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

120.34.3 Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse, or Registered Domestic Partner.

120.34.4 Denial of family care leave is appealable as provided elsewhere in this Rule.

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Sec. 120.35 Witness or Jury Duty Leave

- 120.35.1 An employee who is summoned as a witness on behalf of the City and County or juror for a judicial proceeding shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service (Charter Section A8.400G). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.
- 120.35.2 Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off.
- 120.35.3 Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.
- 120.35.4 An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.
- 120.35.5 Refer to the Probationary Period Rule on leave during the probationary period.

Sec. 120.36 Holiday Leave

Holiday leave shall be as provided by ordinance of the Board of Supervisors.

Sec. 120.37 Vacation Leave

Vacation leave shall be as provided in the Charter and by ordinance of the Board of Supervisors.

Sec. 120.38 Involuntary Leave of Absence

- 120.38.1 Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer, notwithstanding other provisions of these Rules governing leaves of absence, shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Sec. 120.38 Involuntary Leave of Absence

- 120.38.2 Such reductions in force shall be effected by the provisions of this Rule governing seniority and order of layoff.
- 120.38.3 Employees placed on an involuntary leave of absence shall be ranked on the holdover roster for the class from which laid off and shall be returned to duty as provided in this Rule.
- 120.38.4 Leaves of absence imposed under the provisions of this Rule shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

Sec. 120.39 Religious Leave

- 120.39.1 Employees may be granted leave when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. Such leave shall be known as "Religious Leave."
- 120.39.2 Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.
- 120.39.3 Denial of religious leave is appealable as provided elsewhere in this Rule.

Sec. 120.40 Personal Leave

- 120.40.1 Personal leave is defined as leave for reasons other than those covered in other sections of this Rule.
- 120.40.2 Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2)-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.
- 120.40.3 On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (12)-month period.

EXHIBIT B: RULE 120, LEAVES OF ABSENCE

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Article X: Appeal Procedures

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.41 Appeal Procedures

120.41.1 Appeals concerning furloughs or voluntary unpaid time off are excluded from appeal under this section and are appealable as provided elsewhere in this Rule.

120.41.2 In cases where appeal is specifically granted in this Rule, a dispute concerning the application or implementation of the provisions of this Rule shall be processed EITHER, at the option of the employee:

- 1) in accordance with the grievance procedure provided by the Human Resources Director for unrepresented employees or in a collective bargaining agreement.
- 2) by appeal in writing to the Human Resources Director, whose decision shall be final and shall not be reconsidered by the Commission. A decision under one option shall preclude the use of the other option.