COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

&

SAN FRANCISCO BUILDING & CONSTRUCTION TRADE COUNCIL UNIONS

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

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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 1.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 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 classifications of 7213 Plumber Supervisor I, those employees shall be included in the bargaining unit.

When a District manager responsible for hiring notifies the District's Human Resources Department of the intended use of a "new SFBCTCU classification," defined below, the District's Human Resources Department shall notify all classified employee organizations that the District proposes to place such classification in the SFBCTCU bargaining unit. Absent the filing of an appropriate Public Employment Relations Board petition by another labor organization within 30 days of such notice, the "New SFBCTCU classification" shall be included in the SBCTCU bargaining unit.

"New SFBCTCU classification" means a classification presently represented by the SFBCTCU within the City and County of San Francisco.

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

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

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

B. INTENT

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

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

C. MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement any express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the District are retained by and reserved exclusively to the District, including but not limited to the right; to direct employees; to hire, promote, transfer, assign and retain employees within the bargaining unit; to suspend and discharge employees for just cause; to relieve employees from duties because of lack

of work or funds; to maintain the efficiency of the operations; and to determine the methods, means, processes and personnel by which such operations are to be conducted.

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

D. DISCIPLINE

1. Definition of Discipline

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

2. Application

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

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

3. Causes for Discipline

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

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

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

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

   d. Immoral or unprofessional conduct.

   e. Dishonesty.

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

g. Intoxication or the use of non-prescribed controlled substances while on duty.

h. Physical or mental incapacity to perform adequately on the job (in accord with Article II.B).

i. Excessive absences and/or tardiness.

j. Inexcusable absence without leave.

k. Insubordination.

l. Misuse of District property.

4. Progressive Discipline

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

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

5. Types of Discipline

a. Oral Warnings/Reprimands

An oral warning/reprimand is an oral notification that an employee's performance and/or behavior must be improved. An employee who disagrees with the oral warning/reprimand may request a conference with their supervisor to discuss the performance and/or behavior issues which are the subject of the oral warning/reprimand. The employee may request the presence of an SFBCTCU representative at the conference. The conference shall be held at a mutually agreeable time. The supervisor's decision to issue an oral warning/reprimand shall not be appealable.

b. Written Warnings/Reprimands

A supervisor may for cause issue and deliver a written warning/reprimand for employee acts or omissions at any time. Employees shall be furnished

one copy of the written warning/reprimand at the time the material is placed in the employee's personnel file. The employee may, within thirty (30) calendar days, respond to such material. Any response will be placed in the personnel file with the original document.

c. Suspension for Cause

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

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

- The reasons for the proposed suspension,
- The right to a Skelly hearing,
- The right to be represented by a person of their choice, and
- Shall have attached supporting documentation and pertinent rules or regulations cited that supervision relies upon in the intent to impose such discipline.

d. Dismissal for Cause

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

ii. An employee may be dismissed for cause at any time by the Chancellor/Appointing Officer Designee, Associate Vice Chancellor of Human Resources. Written notice of the intent to dismiss shall be served in person or by registered or certified mail to the employee at their last known address. A copy of this notification shall be mailed to SFBCTC at the same time, unless the employee requests otherwise.

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

- The reasons for dismissal,
- The right to a Skelly hearing,
- The right to be represented by a person of their choice, and
- Shall have attached supporting documentation and pertinent rules or regulations cited that supervision relies upon in the intent to impose such discipline.

6. Skelly Rights (Suspension and Dismissal Only)

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

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

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

7. Advisory Arbitration (Dismissal Only)

a. Within ten (10) workdays after receipt of the decision of the Chancellor/Appointing Officer Designee, SFBCTCU may, by written notice to the Associate Vice Chancellor, Human Resources, submit an appeal on behalf of a dismissed permanent employee challenging the dismissal to advisory arbitration. Within ten (10) workdays of the filing of said request, or such other time as the parties may mutually agree, the Associate Vice Chancellor, Human Resources, or their 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 extension, 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.

e. The advisory recommendation of the arbitrator shall become final, and shall be implemented by the parties unless, within fifteen (15) workdays of receipt of the arbitrator's report and advisory recommendation either the Associate Vice Chancellor, Human Resources, or SFBCTCU shall have appealed in writing the arbitrator's report and advisory recommendation to the Board. Any appeal submitted to the Board pursuant to this section shall be in writing, and shall state with particularity the issue(s), which the appealing party wishes the Board to consider.

f. The Board of Trustees may sustain, modify, or reject the advisory recommendation of the arbitrator.

g. The decision of the Board of Trustees is final.

h. Nothing herein prevents the parties from mutually agreeing, on a case-by-case basis, to expedited advisory arbitration for suspensions of extended duration.

E. GRIEVANCE PROCEDURE

1. Definition of Grievance

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

2. Definition of Grievant

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

3. Definition of Workday

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

4. Definition of Immediate Supervisor

The first District designated supervisor or manager, not within the same bargaining unit, who has immediate jurisdiction over the grievant.

5. Time Limits

a. Any grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure in regard to that grievance.

i. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step of this procedure.

ii. Time is of the essence in all processing of grievances.

iii. Time limits and steps may be waived by mutual agreement between the grievant and the Associate Vice Chancellor of Human Resources.

6. General Provisions

a. Settlement of any grievance at the "Immediate Supervisor" level shall bind the immediate parties to the settlement, unless subsequently discovered to the contrary to this contract or law, but shall not be cited, nor shall such settlement be considered any precedent in any later grievance.

b. A grievant may be represented and accompanied by a designee of their choosing at any level.

c. A grievant (as defined above) who alleges a grievance concerning common matters of fact and contract provisions may elect to file a class action/group grievance. In a class action/group grievance, one grievant shall represent, at all steps and levels, the entire group. The District may, where a series of grievances are filed concerning common matters of fact and contract provisions, consolidate all such grievances into a class action/group grievance. Upon such notification, SFBCTCU shall select the grievant whose grievance shall represent the group.

d. Any alleged grievance which occurs during the period between the termination date of this Agreement and ratification date of any new agreement, shall be processed under this Grievance Procedure.

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

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

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

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

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

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

7. Grievance Procedure

a. General

The following steps shall apply for any grievance:

i. Steps

a) Immediate Supervisor

b) Next Higher Manager/The Person to Whom Immediate Supervisor Reports

c) Chancellor/Appointing Officer Designee

d) Arbitration (Section 8)

b. Process

i. Immediate Supervisor

Informal/Oral – Within 20 workdays of the time an employee knew or reasonably should have known of the occurrence of an alleged grievance, the employee shall discuss the alleged violation with their immediate supervisor. The immediate supervisor shall orally respond to the grievance within seven (7) workdays.

ii. Next Higher Manager

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

a) The appeal shall indicate

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

b) The manager or designee shall render a decision in writing within fifteen (150 days of receipt of the appeal.

iii. Chancellor/Appointing Officer Designee

If the grievant is not satisfied with the written decision at the "Next Higher Manager" level, they may appeal the decision, in writing, to the Chancellor/Appointing Officer Designee within ten (10) workdays of the receipt of the decision. The appeal shall include a copy of the original grievance form, all decisions rendered and attachments and documents, if any.

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

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

8. Arbitration

a. Appeal

Within twenty (20) workdays after receipt of the decision of the Chancellor/Appointing Officer Designee, the Union may, upon written notice to the Associate Vice Chancellor, Human Resources, submit the grievance to arbitration. Within ten (10) workdays of the filing of said request, or such other time as the parties may mutually agree, the Associate Vice Chancellor, Human Resources, or their designee, and a representative of the 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. The parties may agree to request a list from the California State Mediation and Conciliation Service rather than the AAA. Upon receipt of the list, the parties shall alternately strike names from the list, and the name which remains shall be the designated arbitrator. Upon mutual agreement, the AAA rules governing expedited arbitration may be utilized.

b. Powers of the Arbitrator

i. It shall be the function of the arbitrator, and they are empowered except as their powers are herein limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

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

c. General

i. When any grievance is appealed to an arbitrator on which they have no power to rule, or they feel incapable due to external law to rule, it shall be referred back to the parties without decision or recommendation on its merits.

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

iii. 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.

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

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

F. SENIORITY

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

1. District Seniority: The date of commencement of continuous District service.

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

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

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

G. BULLETIN BOARDS

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

The District shall post on a main bulletin board at the Ocean campus and each center to which the District has assigned a Center Dean examination announcements for full-time permanent positions, temporary and exempt positions received from the Civil Service Commission.

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

H. UNION SECURITY

1. Access to New Employees

The District shall provide the Union written notice of, and access to, new employee onboarding (hereinafter NEOs) as set forth below. It is the District's policy and intent that NEOs are mandatory for all newly-hired employees, and shall take place as promptly as possible after the first day of employment. NEOs shall be scheduled during an employee's regularly scheduled, paid time.

a. Definition: A new employee is defined as any new employee to the District, including but not limited to positions that are permanent, temporary, full-time, part-time, or seasonal.

b. Access and Presentation: At all NEOs, Union(s) shall be afforded thirty (30) minutes to meet with union-represented new employees who are present. The right of each respective Union to meet with newly hired employees is limited to only those employees whose classifications fall within the respective Union's bargaining unit. The District shall ensure privacy for the Union's orientation, and it shall take place without District representatives or any other persons outside of the bargaining unit present.

2. Payroll Deduction

The District will deduct from the pay of SFBCTCU members and pay to the appropriate SFBCTCU Union the normal and regular bi-weekly Union membership dues, initiation fees, and or assessments, voluntarily authorized in writing by the employee, subject to the following conditions:

a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay. The Union will submit the request via email to the District Payroll Services Office or may be sent by U.S. Mail to the District Payroll Services Office, 50 Frida Kahlo Way, San Francisco, CA 94112. "Contributions" as used in this Section I.H. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.

b. The District shall deduct Contributions from a represented employee's pay upon submission by the Union of a request in accordance with the

Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the District shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.

c. The Procedure is the exclusive method for the Union to request the District to initiate, change, or cancel deductions for Contributions.

d. The District shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the District receives the request after that time, the District will implement the changes in two following pay periods.

e. If an employee asks the District to deduct Contributions, the District shall direct the employee to the Union to obtain the Union authorization form. The District will not maintain a District authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the District Payroll Services Department, the District shall process the authorization and begin the deduction within thirty (30) days. The District will send the Union a copy of any authorization form that it receives directly from a represented employee.

f. Except as otherwise provided in this subsection 2, each pay period, the District shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the District will make available to the Union a database that includes the following information for each represented employee: name; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the District; home address; and any Contributions amount deducted.

g. Except as otherwise provided in this subsection 2, the District shall remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the District to change or cancel the deductions for one or more employees.

h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters

regarding an employee's revocation of an authorization, and the District shall rely solely on information provided by the Union on such matters. The District shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The District shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The District shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 21 business days after receipt.

i. The District agrees to make such deductions for all employees within the recognized unit who have signed deduction forms provided the deductions are in uniform amounts.

j. Such deductions shall remain in effect until cancelled by the SFBCTCU member or until the member leaves the District, pursuant to subsection (h) above.

k. Each signatory SFBCTCU Union and District agree:

i. Effective with the first complete pay period worked by an employee newly employed in a classification described and each pay period thereafter, the District shall make above membership dues from the regular payroll advice of each such employee.

ii. The District will pay over to the Union all sums withheld for membership fees. All such lists shall contain the employees' names, employees' numbers, classifications, and the amounts deducted. A list of all employees in represented classes shall be provided to the Union monthly.

iii. Nothing in this section shall be deemed to have altered the District's current obligation to make insurance program or political action deductions when requested by the employee.

3. General Conditions

a. Each signatory SFBCTCU Union and District have agreed that the Union shall provide the District a current statement of fees. Such statement of fees shall be amended as necessary. The District may take up to 30 days from the date of receipt of the amended statement of fees to implement such changes. The District shall make required payroll deductions for all employees in the SFBCTCU bargaining unit, payable to the Union, as authorized in the procedures above.

b. District and SFBCTCU agree that each party will mutually cooperate in ensuring that all provisions of this Article are implemented in a timely and comprehensive manner by District and SFBCTCU.

c. The District shall provide a list to the SFBCTCU, each pay period of any and all additions and deletions to the bargaining unit during that pay period, including name, classification, and work location.

d. The appropriate SFBCTCU Union shall handle, process and coordinate all ongoing paperwork, transactions, corrections, lists and other matters associated with maintaining Dues Deductions. There shall be no involvement of District staff in such activities except as specifically enumerated herein.

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

I. BUSINESS REPRESENTATIVES AND STEWARDS

1. Business Representatives

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

2. Stewards

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

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

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

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

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

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

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

A. UNLAWFUL DISCRIMINATION & HARASSMENT

1. Discrimination Prohibited

The San Francisco Community College District shall provide an educational and employment environment in which no person shall be unlawfully denied full and equal access to, the benefits of, or be unlawfully subjected to discrimination on the basis of the following:

1. ethnic group identification
2. national origin
3. religion
4. age
5. race
6. color
7. ancestry
8. marital status*
9. non-binary**
10. sex
11. gender
12. gender identity
13. gender expression
14. sexual orientation
15. physical disability
16. mental disability
17. medical condition, or genetic information
18. military and veteran status* of any person, or on the basis of those perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that is administered by, funded directly by, or that receives any financial assistance from the State Chancellor or Board of Governors of the California Community Colleges.

Nor shall any such persons be denied full an equal access to, the benefits of, or be subjected to discrimination on the basis of domestic partner status*, AIDS/HIV status*, or status as a lesbian, gay, bisexual, transgender* or questioning* person in any District program or activity.

The San Francisco Community College District shall provide an educational and employment environment free from unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct without consent or communications constituting sexual harassment, and other nonconsensual acts on the basis of

gender, (e.g., gender-based harassment, hostility based on *sex or gender, gender identity, gender presentation* or sex-stereotyping, sexual assault, sexual violence and/or sexual misconduct), all of which constitute discrimination on the basis of sex, gender and/or gender identity.

Employees, students, or other persons acting on behalf of the District who engage in unlawful discrimination as defined in this policy or by state or federal law may be subject to discipline, up to and including discharge, expulsion, or termination.

In so providing, the San Francisco Community College District hereby implements the provisions of Title 5, California Code of Regulations, section 59300, et seq., California Government Code sections 11135 through 11139.5 *and 12900 et seq.,* the Sex Equity in Education Act (Ed. Code, Sections 66250 et seq.), Education Code sections 66010.2, 66030, Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, hereafter referred to as Title IX), *the Jeanne Clery Disclosure of Campus Security Policy and Campus Crimes Statistics Act (20 U.S.C. Section 1092(f)), the Violence Against Women Act Reauthorization of 2013 (42 U.S.C. Section 13925(a)),* Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12100 et seq., as amended by the ADA Amendments Act of 2008, (P.L. 110-325)), and the Age Discrimination Act (42 U.S.C. Section 6101). If the federal statutes cited herein would result in a broader protection of the civil rights of individuals then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over conflicting provisions of Title 5, section 59300, as citied in this Policy.

*These categories are not subject to the State Chancellor's jurisdiction.

2. Harassment

The District shall provide an academic and work environment free of unlawful harassment.

3. Unlawful Discrimination and Harassment Complain Procedures

Unlawful Discrimination and Harassment complaints pursuant to Sections 1 and 2, above, shall be filed and processed pursuant to the District's Unlawful Discrimination and/or Harassment Complaint Procedures.

4. Changes in Law

Should changes or alterations be necessary due to Federal or State mandated changes in regard to Equal Employment Opportunity requirements and/or procedures, then the parties agree that they shall, within fifteen (15) work days subsequent to the notification of the necessity of such changes, schedule a

meeting for the purpose of negotiating such new terms or conditions as required to bring this Article into compliance.

5. Disciplinary Action

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

B. AMERICANS WITH DISABILITIES ACT

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

   a. The District and the SFBCTCU further agree that this Agreement will not be interpreted, administered or applied in a manner inconsistent with said Act.

   b. Upon written request by the SFBCTCU, the District shall provide statistical information about the number of formal written accommodation requests and the number of closed formal written accommodation requests.

   c. Following a reasonable period of time after the employee has submitted the information requested by the District for a reasonable accommodation, pursuant to a formal written request, but not later than thirty (30) days, the District shall provide a response to the employee's request, including either a final determination on the request or information concerning the status of the request for a reasonable accommodation.

   d. In the event that an employee's formal written request for an accommodation is denied and the employee chooses to file a complaint in accord with the District's "Unlawful Discrimination Complaint Procedures or Harassment Complaint Procedures," the employee may be accompanied by a representative of their choosing.

C. PROBATIONARY PERIOD

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

D. TRAVEL REIMBURSEMENT PROCEDURE

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

E. PERSONNEL FILES

1. There shall be one (1) official personnel file for each employee. Such file shall be maintained in the Human Resources Department.

2. A unit member may inspect their personnel file (except those items exempted by law from review), upon written notice and during normal District business hours at such times they are not required to render service to the District. A unit member may obtain copies of documents contained in their personnel file. The District may charge ten (10) cents per page copied.

3. A unit member may, upon written authorization, designate a Union representative to review the file. The member and Union agree to indemnify and hold the District harmless for any loss or damage whatsoever arising from operation of this subsection. The District agrees to be bound by applicable law concerning privacy and confidentiality of such records and files. Access to the official personnel file is limited to administrators and their designees, and authorized classified and confidential staff. All reviews of personnel files shall be done in the presence of management representative.

4. The employee may request that information pertaining to a disciplinary action be sealed after two (2) years from imposition, provided the employee has no subsequent disciplinary action. The sealed material shall be available to the Chancellor/Appointing Officer designee only on an as-needed basis (e.g. in the event of a serious infraction that would subject an employee to termination). In the event a sealed file is to be opened, the District will notify the employee and allow the employee and their representative to be present.

5. Paragraph 3 shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety.

6. With the approval of their supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

F. CONTRACTING OUT

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

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

The District will not assign work currently performed by employees under this Agreement to District employees in other bargaining units.

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

A. SCHEDULES OF COMPENSATION

1. The salary schedules governing bargaining unit employees for (1) the time period of July 1, 2019 through June 30, 2020, July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022 appear as Exhibits A-1, A-2, and A-3, respectively.

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

   a. Effective July 1, 2019: 6.5% total increase to wage rates.

   b. Effective July 1, 2020: 4% total increase to wage rates.

   c. Effective July 1, 2021: 4% total increase to wage rates.

3. The foregoing provision shall not be subject to reopener negotiations in accordance with Article VI.B.2 for the term of the 07/01/19 – 06/30/22 successor agreement.

B. ADDITIONAL COMPENSATION

1. Call Back

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

2. Acting Assignment Pay

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

   In the event an employee meets the requirements for longevity pay, the longevity pay shall be added to the employees acting assignment pay.

   An employee who believes they are performing the duties and responsibilities of a higher classification shall be entitled to file a claim for out-of-class pay with the Chancellor/Appointing Officer or designee.

3. Height Premium

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

4. Additional Assignment Pay

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

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

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

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

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

5. Lead Worker Pay

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

6. Longevity

a. Employees shall receive an additional five percent (5.0%) of base wages at 10 years of continuous service within the merit system of the City and County of San Francisco, provided that the last 5 years of service shall have been with the District.

b. Employees shall receive an additional five percent (5.0%) of base wages at 20 years of continuous service within the merit system of the City and County of San Francisco, provided that the last 10 years of service shall have been with the District.

c. Employees shall receive an additional five percent (5.0%) of base wages at 25 years of continuous service within the merit system of the City and County of San Francisco, provided that the last 20 years of service shall have been with the District.

d. Employees shall receive an additional five percent (5.0%) of base wages at 30 years of continuous service within the merit system of the City and County of San Francisco, provided that the last 25 years of service shall have been with the District.

C. OVERTIME COMPENSATION

1. Definition

a. Overtime

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

b. Hours Worked

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

2. Assignment of Overtime

a. The appropriate administrator or their designee may require employees to work longer than the normal work day or longer than the normal work week. Advance approval is required for all overtime work. To the extent possible, the appropriate administrator or designee shall give as much notice as possible of available overtime to be worked.

b. Overtime assignments shall be made on a classification-by-classification basis based on the needs of the District. Overtime shall be distributed on a voluntary rotational basis within the work unit starting with the employee with the most District seniority. The evaluation of District need shall be a

management determination, and shall not be arrived at in an arbitrary manner.

c. Request for overtime records shall be made to the Associate Vice Chancellor Human Resources. Requests for such records shall be reviewed in accordance with applicable law.

d. Overtime and/or compensatory time must be reported to the District's Payroll Services Office on the appropriate District forms.

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

3. Break Period For Overtime

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

4. Overtime Compensation

a. Overtime Compensation Rate

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

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

b. Compensatory Time

i. Employees shall be subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in accordance with the provisions of Section 4.a above, unless the employee choose that, in lieu of paid overtime, they shall be compensated with compensatory time off.

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

iii. Employees shall not accumulate a balance of compensatory time earned in excess of 240 hours, calculated at the rate of time and one-half. Those employees who have more than the cap of 240 hours as of July 1, 2012 can keep it. However, if at any point such employees

reduce their accrued CTO time to 240 hours, 240 hours becomes their new cap. Such employees shall not accrue more CTO hours until they are below the cap.

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

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

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

D. NIGHT DUTY

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

E. RECORDATION OF OVERTIME

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

F. HOLIDAYS

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

Independence Day Observed
Labor Day
Veterans' Day Observed
Thanksgiving Day
"Day after Thanksgiving"
Christmas Day Observed
The Days Between Christmas and New Year's Day
New Year's Day Observed
Dr. Martin Luther King Jr.'s Birthday Observed
Cesar Chavez Day (effective 2007/2008)
Lincoln's Birthday Observed

Washington's Birthday Observed
Memorial Day
Three Floating Holidays

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

G. FLOATING HOLIDAYS

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

H. ADDITIONAL DAYS OFF

Bargaining unit employees shall be granted, as paid days off, the days between Christmas Day and New Year's Day.

Bargaining unit employees shall be granted an additional five (5) paid days off during spring break. In the event that the paid Cesar Chavez holiday falls on a date which would otherwise be one of the additional five (5) paid days off granted pursuant to this provision, the employee shall be credited with an additional floating holiday subject to the provisions of subsection G above.

I. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by an administrator of their designee to work on any of the above-specified holidays, excepting floating holidays, shall be paid extra compensation at the rate of time and one-half (1 ½) the usual rate of pay for all regularly scheduled hours worked; provided, however, that at an employee's request and with the approval of the administrator or their designee, an employee may be granted compensatory time off in lieu of paid overtime at the rate of time and one-half (1 ½).

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

J. TIME OFF FOR VOTING

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

K. METHODS OF CALCULATION/ELECTRONIC PAYROLL

An Employee shall be paid a bi-weekly salary via electronic payroll according to the District's salary table for their classification for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

L. LEAVES OF ABSENCE

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

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

2. Vacation Leave

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

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

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

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 01/01/19, Employee bi-weekly contributions towards monthly health premiums were adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2019 calendar year. The new bi-weekly Employee contributions shall be as follows:

	Blue Shield		Kaiser	CHP PPO
	TRIO HMO	ACCESS + HMO		
Employee Only	$ 22.36 (6.48%)	$ 26.10 (6.48%)	-	$196.61 (39.54%)
Employee + 1	$165.62 (24.06%)	$193.37 (24.06%)	$127.46 (22.66%)	$448.80 (46.64%)
Employee + 2	$355.55 (36.53%)	$415.18 (36.53%)	$312.90 (39.35%)	$586.23 (43.36%)

ii. Effective 01/01/20, Employee bi-weekly contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2020 calendar year. The new bi-weekly Employee contributions shall be as follows:

	Blue Shield		Kaiser	CHP PPO
	TRIO HMO	ACCESS + HMO		
Employee Only	$ 22.03 (6.33%)	$ 26.68 (6.48%)	-	$216.28 (39.54%)
Employee + 1	$167.08 (24.06%)	$197.77 (24.06%)	$134.75 (22.66%)	$494.02 (46.64%)
Employee + 2	$358.73 (36.53%)	$424.68 (36.53%)	$330.89 (39.35%)	$646.83 (43.36%)

iii. Effective 01/01/21, Employee bi-weekly contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2021 calendar year.

iv. Effective 01/01/22, Employee bi-weekly contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2022 calendar year.

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

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

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

2. Prescription Drug Plan

Full-time classified employees and their eligible dependents with District-provided Health Service System health plans shall be eligible for the District-provided Drug Plan. Prescription Drug Plan co-pay reimbursement to employees shall remain suspended for three years beginning on July 1, 2019 through June 30, 2022. In exchange, the increases to base wages shall be calculated on the rate in effect as of June 30, 2019 11:58 p.m.

3. Life Insurance

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

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

4. Dental/Orthodontia

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

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

4. Benefits While on Unpaid Leave of Absence

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

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

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

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

O. RETIREE HEALTH CARE TRUST FUND (RHCTF)

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

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

   a. .25% of wages effective 7/1/2016;

   b. .50% of wages effective 7/1/2017;

   c. .75% of wages effective 7/1/2018;

   d. 1.00% of wages effective 7/1/2019;

   e. 1.25% of wages effective 7/1/2020;

   f. 1.50% of wages effective 7/1/2021;

   g. 1.75% of wages effective 7/1/2022;

   h. 2.00% of wages effective 7/1/2023.

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

P. FAIR LABOR STANDARDS ACT

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

Q. PARKING

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

R. PARENTAL RELEASE TIME

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

S. LAYOFFS

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

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

T. NORMAL WORKDAY AND WORK WEEK

The normal work week of forty (40) hours for employees in bargaining unit classifications shall be forty (40) hours. The forty (40) hour week shall consist of five (5) consecutive days (Monday through Friday) encompassing eight (8) hours working time completed within more than nine (9) hours between 7 a.m. and 4 p.m.

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

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

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

A. REQUIRED EDUCATIONAL PROGRAMS

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

B. PRE-RETIREMENT PLANNING SEMINAR

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

C. STAFF DEVELOPMENT

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

D. ENROLLMENT FEE WAIVER

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

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

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

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

A. WORK ENVIRONMENT

1. District Responsibility

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

2. Employee Rights and Responsibilities

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

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

3. Appeal to Cal-OSHA

When in the best judgement of the employee such conditions exist, the employee shall notify their immediate supervisor. If it is agreed that a task or area is hazardous, the employee shall be temporarily reassigned until the hazard is eliminated. If the supervisor does not agree that the task or area is hazardous, the Cal-OSHA representative shall be immediately called to render a final and binding decision. The SFBCTCU shall be simultaneously notified and the employee shall be temporarily assigned until the determination of Cal-OSHA is rendered.

4. Non-Bargaining Unit Employees

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

5. Right to Know

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

B. WORK CLOTHING, SAFETY CLOTHING & EYE PROTECTION

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

1. Carpenter
   - 4 pairs of pants
   - 4 pairs of overalls
   - Safety work boots in compliance with Cal OSHA regulations

2. Electrician
   - 4 shirts
   - 4 pairs of pants
   - Safety work boots in compliance with Cal OSHA regulations

3. Locksmith
   - 4 shirts
   - 4 pairs of pants
   - Safety work boots in compliance with Cal OSHA regulations

4. Painter
   - 4 shirts
   - 4 pairs of overalls
   - Safety work boots in compliance with Cal OSHA regulations

5. Plumber/Steamfitter
   - 4 pairs of overalls
   - Safety work boots in compliance with Cal OSHA regulations

6. Gardeners
   - 4 shirts
   - 4 pairs of pants
   - Coveralls or protective clothing as deemed appropriate
   - Safety work boots in compliance with Cal OSHA regulations

7. Truck Drivers
   - 3 pairs of gloves
   - 4 shirts
   - 4 pants
   - Safety work boots in compliance with Cal OSHA regulations

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

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

C. TOOLS

The District agrees to provide all needed tools and equipment for all employees (Article I.A RECOGNITION) to perform their assignment. The parties agree that tools are property of the District and employees shall not take District provided tools home.

D. LOCKERS

Lockers will be available for covered employees.

E. CLEAN-UP TIME

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

F. VEHICLES

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

G. NO WORK STOPPAGES

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

H. UNDERGROUND VAULTS

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

I. ENERGIZED CIRCUITS

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

J. REST BREAKS

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

To arrive late for work;

To leave work early;

Within one (1) hour of the beginning or ending of regular work assignments, unless specifically authorized. Any such authorization shall not be considered as precedent-setting, or as establishing a practice within that work area or within the District.

A. SCOPE OF AGREEMENT

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

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

B. DURATION OF AGREEMENT; REOPENERS

1. This Agreement shall be in effect from July 1, 2019, through June 30, 2022, unless otherwise specified herein.

2. This Union, following final reconciliation of budget actuals for the fiscal years 2019/20, 2020/21, and 2021/22 agrees for the term of this successor agreement, to waive reopening negotiations during the month of January regarding carryover dollars that may be available for compensation increases ("lookback negotiations").

3. The parties further agree to Sunshine proposals by February 1, 2022, for negotiations on changes to this agreement to become effective July 1, 2022.

C. SAVINGS CLAUSE

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

SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on October 25, 2019.

The Union, by a majority vote of its membership, ratified the Agreement on November 5, 2019.

The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on November 14, 2019.

FOR THE DISTRICT

Dianna Gonzales, Deputy Chancellor,
Human Resources, Risk Management,
and Safety

Clara Starr
Associate Vice Chancellor Human Resources

FOR THE UNION

Rudy Gonzalez
San Francisco Building and Construction
Trades Council

Richard Morales
International Union of Painters and
Allied Trades, District Council 16 –
Painters Local 1176

Dan Harrington
Teamsters Local 853

Osha Ashworth
International Brotherhood of Electrical
Workers, Local 6

Theresa Foglio-Ramirez
Laborers' International Union of
North American, Local 261

John Chiarenza
United Association Plumbers and
Pipe Fitters, Local 38

Sean McGarry
United Brotherhood of Carpenters
and Joiners of America, Carpenters Local 22

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

&

SAN FRANCISCO BUILDING & CONSTRUCTION TRADE COUNCIL UNIONS

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

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

Dianna Gonzales, Deputy Chancellor,
Human Resources, Risk Management,
and Safety

Clara Starr
Associate Vice Chancellor Human Resources

FOR THE UNION:

Rudy Gonzalez
San Francisco Building and Construction
Trades Council

Richard Morales
International Union of Painters and
Allied Trades, District Council 16 –
Painters Local 1176

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Laborers' International Union of
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John Chiarenza
United Association Plumbers and
Pipe Fitters, Local 38

Sean McGarry
United Brotherhood of Carpenters
and Joiners of America, Carpenters Local 22

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:

Dianna Gonzales, Deputy Chancellor,
Human Resources, Risk Management,
and Safety

Clara Starr
Associate Vice Chancellor Human Resources

FOR THE UNION:

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San Francisco Building and Construction
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and Joiners of America, Carpenters Local 22

EXHIBIT A-1: SALARY TABLE EFFECTIVE 07/01/19 – 06/31/20

Class Number	Class Title		Step #1	Step #2	Step #3	Step #4	Step #5
3417	Gardener	H	$ 29.3496	$ 30.7731	$ 32.2957	$ 33.9049	$ 35.5513
		BW	$ 2,347.97	$ 2,461.85	$ 2,583.66	$ 2,712.39	$ 2,844.10
		AN	$ 61,047.22	$ 64,008.10	$ 67,175.16	$ 70,522.14	$ 73,946.60
3418	Garden Asst Supvr	H	$ 33.9050	$ 35.5513	$ 37.3091	$ 39.1164	$ 41.0969
		BW	$ 2,712.40	$ 2,844.10	$ 2,984.73	$ 3,129.31	$ 3,287.75
		AN	$ 70,522.40	$ 73,946.60	$ 77,602.98	$ 81,362.06	$ 85,481.50
3419	Muni. Stadium Groundskpr	H	$ 33.8307	$ 35.5018	$ 37.2348	$ 39.0793	$ 41.0349
		BW	$ 2,706.45	$ 2,840.14	$ 2,978.79	$ 3,126.35	$ 3,282.79
		AN	$ 70,367.70	$ 73,843.64	$ 77,448.54	$ 81,285.10	$ 85,352.54
3422	Park Sect Supervisor	H	$ 35.5513	$ 37.3214	$ 39.1411	$ 41.0349	$ 43.1021
		BW	$ 2,844.10	$ 2,985.71	$ 3,131.29	$ 3,282.79	$ 3,448.17
		AN	$ 73,946.60	$ 77,628.46	$ 81,413.54	$ 85,352.54	$ 89,652.42
3428	Nursery Specialist	H	$ 33.9050	$ 35.5513	$ 37.3091	$ 39.1164	$ 41.0969
		BW	$ 2,712.40	$ 2,844.10	$ 2,984.73	$ 3,129.31	$ 3,287.75
		AN	$ 70,522.40	$ 73,946.60	$ 77,602.98	$ 81,362.06	$ 85,481.50
3464	Supr Parks & Facilities	H	$ 38.5841	$ 40.4655	$ 42.5328	$ 44.6371	$ 46.8778
		BW	$ 3,086.73	$ 3,237.24	$ 3,402.62	$ 3,570.97	$ 3,750.22
		AN	$ 80,254.98	$ 84,168.24	$ 88,468.12	$ 92,845.22	$ 97,505.72
6333	Sr. Building Inspector	H	$ 54.7504	$ 57.4738	$ 60.3579	$ 63.3535	$ 66.5225
		BW	$ 4,380.03	$ 4,597.90	$ 4,828.63	$ 5,068.28	$ 5,321.80
		AN	$ 113,880.78	$ 119,545.40	$ 125,544.38	$ 131,775.28	$ 138,366.80
7226	Carpentr Suprvisor I	H	$ 48.2269	$ 50.6036	$ 53.1289	$ 55.8026	$ 58.6003
		BW	$ 3,858.15	$ 4,048.29	$ 4,250.31	$ 4,464.21	$ 4,688.03
		AN	$ 100,311.90	$ 105,255.54	$ 110,508.06	$ 116,069.46	$ 121,888.78
7238	Electrician Supervisor I	H	$ 46.8530	$ 49.2421	$ 51.6559	$ 54.2429	$ 56.9291
		BW	$ 3,748.24	$ 3,939.37	$ 4,132.47	$ 4,339.43	$ 4,554.33
		AN	$ 97,454.24	$ 102,423.62	$ 107,444.22	$ 112,825.18	$ 118,412.58
7242	Painter Supervisor I	H	$ 40.2798	$ 42.2853	$ 44.4268	$ 46.5929	$ 48.9697
		BW	$ 3,222.38	$ 3,382.82	$ 3,554.14	$ 3,727.43	$ 3,917.57
		AN	$ 83,781.88	$ 87,953.32	$ 92,407.64	$ 96,913.18	$ 101,856.82
7242A	Painter Supervisor I(A)	H	$ 40.2798	$ 42.2853	$ 44.4268	$ 46.5929	$ 48.9697
		BW	$ 3,222.38	$ 3,382.82	$ 3,554.14	$ 3,727.43	$ 3,917.57
		AN	$ 83,781.88	$ 87,953.32	$ 92,407.64	$ 96,913.18	$ 101,856.82
7242B	Painter Supervisor I(B)	H	$ 42.4834	$ 44.6371	$ 46.8777	$ 49.2421	$ 51.6559
		BW	$ 3,398.67	$ 3,570.97	$ 3,750.21	$ 3,939.37	$ 4,132.47
		AN	$ 88,365.42	$ 92,845.22	$ 97,505.46	$ 102,423.62	$ 107,444.22
7342	Locksmith	H	$ 39.1164	$ 41.0969	$ 43.1394	$ 45.2560	$ 47.5585
		BW	$ 3,129.31	$ 3,287.75	$ 3,451.15	$ 3,620.48	$ 3,804.68
		AN	$ 81,362.06	$ 85,481.50	$ 89,729.90	$ 94,132.48	$ 98,921.68
7344	Carpenter	H	$ 39.1164	$ 41.0969	$ 43.1394	$ 45.2560	$ 47.5585
		BW	$ 3,129.31	$ 3,287.75	$ 3,451.15	$ 3,620.48	$ 3,804.68
		AN	$ 81,362.06	$ 85,481.50	$ 89,729.90	$ 94,132.48	$ 98,921.68
7345	Electrician	H	$ 41.4807	$ 43.4859	$ 45.6892	$ 48.0041	$ 50.3685
		BW	$ 3,318.45	$ 3,478.87	$ 3,655.14	$ 3,840.33	$ 4,029.48
		AN	$ 86,279.70	$ 90,450.62	$ 95,033.64	$ 99,848.58	$ 104,766.48
7346	Painter	H	$ 35.5513	$ 37.3091	$ 39.1164	$ 41.0969	$ 43.1394
		BW	$ 2,844.10	$ 2,984.73	$ 3,129.31	$ 3,287.75	$ 3,451.15
		AN	$ 73,946.60	$ 77,602.98	$ 81,362.06	$ 85,481.50	$ 89,729.90
7347	Plumber	H	$ 45.0456	$ 47.3110	$ 49.6504	$ 52.1262	$ 54.7381
		BW	$ 3,603.64	$ 3,784.88	$ 3,972.03	$ 4,170.10	$ 4,379.05
		AN	$ 93,694.64	$ 98,406.88	$ 103,272.78	$ 108,422.60	$ 113,855.30
7348	Steamfitter	H	$ 45.0456	$ 47.3110	$ 49.6504	$ 52.1262	$ 54.7381
		BW	$ 3,603.64	$ 3,784.88	$ 3,972.03	$ 4,170.10	$ 4,379.05
		AN	$ 93,694.64	$ 98,406.88	$ 103,272.78	$ 108,422.60	$ 113,855.30
7355	Truck Driver	H	$ 40.2798	$ 44.4143	$ 44.4143	$ 44.4143	$ 44.4143
		BW	$ 3,222.38	$ 3,553.15	$ 3,553.15	$ 3,553.15	$ 3,553.15
		AN	$ 83,781.88	$ 92,381.90	$ 92,381.90	$ 92,381.90	$ 92,381.90
7355H	Truck Driver Heavy	H	$ 40.2798	$ 44.4143	$ 44.4143	$ 44.4143	$ 44.4143
		BW	$ 3,222.38	$ 3,553.15	$ 3,553.15	$ 3,553.15	$ 3,553.15
		AN	$ 83,781.88	$ 92,381.90	$ 92,381.90	$ 92,381.90	$ 92,381.90

EXHIBIT A-2: SALARY TABLE EFFECTIVE 07/01/20 – 06/31/21

Class Number	Class Title		Step #1	Step #2	Step #3	Step #4	Step #5
3417	3417 Gardener	HR	$ 30.5236	$ 32.0040	$ 33.5875	$ 35.2611	$ 36.9734
		BW	$ 2,441.89	$ 2,560.32	$ 2,687.00	$ 2,820.89	$ 2,957.87
		AN	$ 63,489.14	$ 66,568.32	$ 69,862.00	$ 73,343.14	$ 76,904.62
3418	3418 Garden Asst Supvr	HR	$ 35.2612	$ 36.9734	$ 38.8015	$ 40.6811	$ 42.7408
		BW	$ 2,820.90	$ 2,957.87	$ 3,104.12	$ 3,254.49	$ 3,419.26
		AN	$ 73,343.40	$ 76,904.62	$ 80,707.12	$ 84,616.74	$ 88,900.76
3419	3419 Muni. Stadium Groundskpr	HR	$ 36.2394	$ 38.0296	$ 39.8859	$ 41.8618	$ 43.9565
		BW	$ 2,899.15	$ 3,042.37	$ 3,190.87	$ 3,348.94	$ 3,516.52
		AN	$ 75,377.90	$ 79,101.62	$ 82,962.62	$ 87,072.44	$ 91,429.52
3422	3422 Park Sect Supervisor	HR	$ 36.9734	$ 38.8143	$ 40.7067	$ 42.6763	$ 44.8262
		BW	$ 2,957.87	$ 3,105.14	$ 3,256.54	$ 3,414.10	$ 3,586.10
		AN	$ 76,904.62	$ 80,733.64	$ 84,670.04	$ 88,766.60	$ 93,238.60
3428	3428 Nursery Specialist	HR	$ 35.2612	$ 36.9734	$ 38.8015	$ 40.6811	$ 42.7408
		BW	$ 2,820.90	$ 2,957.87	$ 3,104.12	$ 3,254.49	$ 3,419.26
		AN	$ 73,343.40	$ 76,904.62	$ 80,707.12	$ 84,616.74	$ 88,900.76
3464	3464 Supr Parks & Facilities	HR	$ 40.1275	$ 42.0841	$ 44.2341	$ 46.4226	$ 48.7529
		BW	$ 3,210.20	$ 3,366.73	$ 3,538.73	$ 3,713.81	$ 3,900.23
		AN	$ 83,465.20	$ 87,534.98	$ 92,006.98	$ 96,559.06	$ 101,405.98
6333	6333 Sr. Building Inspector	HR	$ 56.9404	$ 59.7728	$ 62.7722	$ 65.8876	$ 69.1834
		BW	$ 4,555.23	$ 4,781.82	$ 5,021.78	$ 5,271.01	$ 5,534.67
		AN	$ 118,435.98	$ 124,327.32	$ 130,566.28	$ 137,046.26	$ 143,901.42
7226	7226 Carpentr Suprvisor I	HR	$ 50.1560	$ 52.6277	$ 55.2541	$ 58.0347	$ 60.9443
		BW	$ 4,012.48	$ 4,210.22	$ 4,420.33	$ 4,642.78	$ 4,875.54
		AN	$ 104,324.48	$ 109,465.72	$ 114,928.58	$ 120,712.28	$ 126,764.04
7238	7238 Electrician Supervisor I	HR	$ 50.1889	$ 52.7482	$ 55.3338	$ 58.1050	$ 60.9825
		BW	$ 4,015.11	$ 4,219.86	$ 4,426.70	$ 4,648.40	$ 4,878.60
		AN	$ 104,392.86	$ 109,716.36	$ 115,094.20	$ 120,858.40	$ 126,843.60
7242	7242 Painter Supervisor I	HR	$ 41.8910	$ 43.9767	$ 46.2039	$ 48.4566	$ 50.9285
		BW	$ 3,351.28	$ 3,518.14	$ 3,696.31	$ 3,876.53	$ 4,074.28
		AN	$ 87,133.28	$ 91,471.64	$ 96,104.06	$ 100,789.78	$ 105,931.28
7242A	7242 Painter Supervisor I(A)	HR	$ 41.8910	$ 43.9767	$ 46.2039	$ 48.4566	$ 50.9285
		BW	$ 3,351.28	$ 3,518.14	$ 3,696.31	$ 3,876.53	$ 4,074.28
		AN	$ 87,133.28	$ 91,471.64	$ 96,104.06	$ 100,789.78	$ 105,931.28
7242B	7242 Painter Supervisor I(B)	HR	$ 44.1827	$ 46.4226	$ 48.7528	$ 51.2118	$ 53.7221
		BW	$ 3,534.62	$ 3,713.81	$ 3,900.22	$ 4,096.94	$ 4,297.77
		AN	$ 91,900.12	$ 96,559.06	$ 101,405.72	$ 106,520.44	$ 111,742.02
7342	7342 Locksmith	HR	$ 41.4946	$ 43.5956	$ 45.7623	$ 48.0075	$ 50.4501
		BW	$ 3,319.57	$ 3,487.65	$ 3,660.98	$ 3,840.60	$ 4,036.01
		AN	$ 86,308.82	$ 90,678.90	$ 95,185.48	$ 99,855.60	$ 104,936.26
7344	7344 Carpenter	HR	$ 41.4946	$ 43.5956	$ 45.7623	$ 48.0075	$ 50.4501
		BW	$ 3,319.57	$ 3,487.65	$ 3,660.98	$ 3,840.60	$ 4,036.01
		AN	$ 86,308.82	$ 90,678.90	$ 95,185.48	$ 99,855.60	$ 104,936.26
7345	7345 Electrician	HR	$ 44.4341	$ 46.5821	$ 48.9423	$ 51.4220	$ 53.9548
		BW	$ 3,554.73	$ 3,726.57	$ 3,915.38	$ 4,113.76	$ 4,316.38
		AN	$ 92,422.98	$ 96,890.82	$ 101,799.88	$ 106,957.76	$ 112,225.88
7346	7346 Painter	HR	$ 36.9734	$ 38.8015	$ 40.6811	$ 42.7408	$ 44.8650
		BW	$ 2,957.87	$ 3,104.12	$ 3,254.49	$ 3,419.26	$ 3,589.20
		AN	$ 76,904.62	$ 80,707.12	$ 84,616.74	$ 88,900.76	$ 93,319.20
7347	7347 Plumber	HR	$ 46.8474	$ 49.2034	$ 51.6364	$ 54.2112	$ 56.9276
		BW	$ 3,747.79	$ 3,936.27	$ 4,130.91	$ 4,336.90	$ 4,554.21
		AN	$ 97,442.54	$ 102,343.02	$ 107,403.66	$ 112,759.40	$ 118,409.46
7355H	7355 Truck Driver Heavy	HR	$ 41.8910	$ 46.1909	$ 46.1909	$ 46.1909	$ 46.1909
		BW	$ 3,351.28	$ 3,695.27	$ 3,695.27	$ 3,695.27	$ 3,695.27
		AN	$ 87,133.28	$ 96,077.02	$ 96,077.02	$ 96,077.02	$ 96,077.02

EXHIBIT A-3: SALARY TABLE EFFECTIVE 07/01/21 – 06/31/22

Class Number	Class Title		Step #1	Step #2	Step #3	Step #4	Step #5
3417	3417 Gardener	HR	$ 31.7445	$ 33.2842	$ 34.9310	$ 36.6715	$ 38.4523
		BW	$ 2,539.56	$ 2,662.73	$ 2,794.48	$ 2,933.72	$ 3,076.19
		AN	$ 66,028.56	$ 69,230.98	$ 72,656.48	$ 76,276.72	$ 79,980.94
3418	3418 Garden Asst Supvr	HR	$ 36.6716	$ 38.4523	$ 40.3536	$ 42.3083	$ 44.4504
		BW	$ 2,933.73	$ 3,076.19	$ 3,228.28	$ 3,384.67	$ 3,556.03
		AN	$ 76,276.98	$ 79,980.94	$ 83,935.28	$ 88,001.42	$ 92,456.78
3419	3419 Muni. Stadium Groundskpr	HR	$ 37.6890	$ 39.5508	$ 41.4813	$ 43.5363	$ 45.7148
		BW	$ 3,015.12	$ 3,164.06	$ 3,318.51	$ 3,482.90	$ 3,657.18
		AN	$ 78,393.12	$ 82,265.56	$ 86,281.26	$ 90,555.40	$ 95,086.68
3422	3422 Park Sect Supervisor	HR	$ 38.4523	$ 40.3669	$ 42.3350	$ 44.3834	$ 46.6192
		BW	$ 3,076.19	$ 3,229.35	$ 3,386.80	$ 3,550.67	$ 3,729.54
		AN	$ 79,980.94	$ 83,963.10	$ 88,056.80	$ 92,317.42	$ 96,968.04
3428	3428 Nursery Specialist	HR	$ 36.6716	$ 38.4523	$ 40.3536	$ 42.3083	$ 44.4504
		BW	$ 2,933.73	$ 3,076.19	$ 3,228.28	$ 3,384.67	$ 3,556.03
		AN	$ 76,276.98	$ 79,980.94	$ 83,935.28	$ 88,001.42	$ 92,456.78
3464	3464 Supr Parks & Facilities	HR	$ 41.7326	$ 43.7675	$ 46.0035	$ 48.2795	$ 50.7030
		BW	$ 3,338.61	$ 3,501.40	$ 3,680.28	$ 3,862.36	$ 4,056.24
		AN	$ 86,803.86	$ 91,036.40	$ 95,687.28	$ 100,421.36	$ 105,462.24
6333	6333 Sr. Building Inspector	HR	$ 59.2180	$ 62.1637	$ 65.2831	$ 68.5231	$ 71.9507
		BW	$ 4,737.44	$ 4,973.10	$ 5,222.65	$ 5,481.85	$ 5,756.06
		AN	$ 123,173.44	$ 129,300.60	$ 135,788.90	$ 142,528.10	$ 149,657.56
7226	7226 Carpentr Suprvisor I	HR	$ 52.1622	$ 54.7328	$ 57.4643	$ 60.3561	$ 63.3821
		BW	$ 4,172.98	$ 4,378.62	$ 4,597.14	$ 4,828.49	$ 5,070.57
		AN	$ 108,497.48	$ 113,844.12	$ 119,525.64	$ 125,540.74	$ 131,834.82
7238	7238 Electrician Supervisor I	HR	$ 52.1965	$ 54.8581	$ 57.5472	$ 60.4292	$ 63.4218
		BW	$ 4,175.72	$ 4,388.65	$ 4,603.77	$ 4,834.34	$ 5,073.74
		AN	$ 108,568.72	$ 114,104.90	$ 119,698.02	$ 125,692.84	$ 131,917.24
7242	7242 Painter Supervisor I	HR	$ 43.5666	$ 45.7358	$ 48.0521	$ 50.3949	$ 52.9656
		BW	$ 3,485.33	$ 3,658.86	$ 3,844.16	$ 4,031.59	$ 4,237.25
		AN	$ 90,618.58	$ 95,130.36	$ 99,948.16	$ 104,821.34	$ 110,168.50
7242A	7242 Painter Supervisor I(A)	HR	$ 43.5666	$ 45.7358	$ 48.0521	$ 50.3949	$ 52.9656
		BW	$ 3,485.33	$ 3,658.86	$ 3,844.16	$ 4,031.59	$ 4,237.25
		AN	$ 90,618.58	$ 95,130.36	$ 99,948.16	$ 104,821.34	$ 110,168.50
7242B	7242 Painter Supervisor I(B)	HR	$ 45.9500	$ 48.2795	$ 50.7029	$ 53.2603	$ 55.8710
		BW	$ 3,676.00	$ 3,862.36	$ 4,056.23	$ 4,260.82	$ 4,469.68
		AN	$ 95,576.00	$ 100,421.36	$ 105,461.98	$ 110,781.32	$ 116,211.68
7342	7342 Locksmith	HR	$ 43.1544	$ 45.3394	$ 47.5928	$ 49.9278	$ 52.4681
		BW	$ 3,452.35	$ 3,627.15	$ 3,807.42	$ 3,994.22	$ 4,197.45
		AN	$ 89,761.10	$ 94,305.90	$ 98,992.92	$ 103,849.72	$ 109,133.70
7344	7344 Carpenter	HR	$ 43.1544	$ 45.3394	$ 47.5928	$ 49.9278	$ 52.4681
		BW	$ 3,452.35	$ 3,627.15	$ 3,807.42	$ 3,994.22	$ 4,197.45
		AN	$ 89,761.10	$ 94,305.90	$ 98,992.92	$ 103,849.72	$ 109,133.70
7345	7345 Electrician	HR	$ 46.2115	$ 48.4454	$ 50.9000	$ 53.4789	$ 56.1130
		BW	$ 3,696.92	$ 3,875.63	$ 4,072.00	$ 4,278.31	$ 4,489.04
		AN	$ 96,119.92	$ 100,766.38	$ 105,872.00	$ 111,236.06	$ 116,715.04
7346	7346 Painter	HR	$ 38.4523	$ 40.3536	$ 42.3083	$ 44.4504	$ 46.6596
		BW	$ 3,076.19	$ 3,228.28	$ 3,384.67	$ 3,556.03	$ 3,732.77
		AN	$ 79,980.94	$ 83,935.28	$ 88,001.42	$ 92,456.78	$ 97,052.02
7347	7347 Plumber	HR	$ 48.7213	$ 51.1715	$ 53.7019	$ 56.3796	$ 59.2047
		BW	$ 3,897.70	$ 4,093.72	$ 4,296.15	$ 4,510.37	$ 4,736.38
		AN	$ 101,340.20	$ 106,436.72	$ 111,699.90	$ 117,269.62	$ 123,145.88
7348	7348 Steamfitter	HR	$ 48.7213	$ 51.1715	$ 53.7019	$ 56.3796	$ 59.2047
		BW	$ 3,897.70	$ 4,093.72	$ 4,296.15	$ 4,510.37	$ 4,736.38
		AN	$ 101,340.20	$ 106,436.72	$ 111,699.90	$ 117,269.62	$ 123,145.88
7355	7355 Truck Driver	HR	$ 43.5666	$ 48.0385	$ 48.0385	$ 48.0385	$ 48.0385
		BW	$ 3,485.33	$ 3,843.08	$ 3,843.08	$ 3,843.08	$ 3,843.08
		AN	$ 90,618.58	$ 99,920.08	$ 99,920.08	$ 99,920.08	$ 99,920.08
7355H	7355 Truck Driver Heavy	HR	$ 43.5666	$ 48.0385	$ 48.0385	$ 48.0385	$ 48.0385
		BW	$ 3,485.33	$ 3,843.08	$ 3,843.08	$ 3,843.08	$ 3,843.08
		AN	$ 90,618.58	$ 99,920.08	$ 99,920.08	$ 99,920.08	$ 99,920.08

EXHIBIT B: RULE 120 – LEAVES OF ABSENCE

City and County of San Francisco – Civil Service Commission Rules

In Effect as of 01/16/07

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 01/16/07

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 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.

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 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 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.

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.

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; 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."

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 that 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 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.

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.

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

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.

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 l040 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.

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.

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.

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, l978, 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.

2) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, l978, 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, l978, 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, l978.

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.

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 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.

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.

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.

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 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.

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.

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 superseded 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.

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.

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.

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 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.

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.

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

l80 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 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 l20 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.

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

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

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 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.

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.

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.

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.

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 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.

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 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.

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.

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.

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.

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.

Sec. 120.38 Involuntary Leave of Absence)

120.38.2 Such reductions in force shall be affected 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 (l2)-month period.

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 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.

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.

EXHIBIT C: CLASSIFICATIONS ENTERING AT FIFTH STEP

CLASSIFICATIONS ENTERING AT FIFTH STEP

7226 Carpenter Supervisor	YES
7238 Electrician Supervisor	YES
7242 Painter Supervisor	YES
7342 Locksmith	YES
7344 Carpenter	YES
7345 Electrician	YES
7346 Painter	YES
7347 Plumber	YES
7348 Steamfitter	YES

In addition, if the District employs employees in the classification of 7213 Plumber Supervisor I, those employees shall enter at the fifth step

EXHIBIT D: INTERNAL ADJUSTMENTS

Effective January 1, 2020, employees in classes 7345 Electrician and 7238 Electrician Supervisor I shall receive a one-time wage adjustment of an additional three percent (3%) to their base wage.

Effective January 1, 2020, employees in classes 7344 Carpenter and 7342 Locksmith shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

Effective January 1, 2020, employees in classification 3419 Municipal Stadium Groundskeeper shall receive a one-time wage adjustment of an additional three percent (3%) to their base wage.

**This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the Board of Trustees. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement.*

(EXHIBIT D – Internal Adjustments Salary Table, Effective 01/01/2020 - 06/30/2020)

Class Number	Class Title		Step #1	Step #2	Step #3	Step #4	Step #5
3419	3419 Muni. Stadium Groundskpr	HR	$ 34.8456	$ 36.5669	$ 38.3518	$ 40.2517	$ 42.2659
		BW	$ 2,787.65	$ 2,925.35	$ 3,068.14	$ 3,220.14	$ 3,381.27
		AN	$ 72,478.90	$ 76,059.10	$ 79,771.64	$ 83,723.64	$ 87,913.02
7238	7238 Electrician Supervisor I	HR	$ 48.2586	$ 50.7194	$ 53.2056	$ 55.8702	$ 58.6370
		BW	$ 3,860.69	$ 4,057.55	$ 4,256.45	$ 4,469.62	$ 4,690.96
		AN	$ 100,377.94	$ 105,496.30	$ 110,667.70	$ 116,210.12	$ 121,964.96
7342	7342 Locksmith	HR	$ 39.8987	$ 41.9188	$ 44.0022	$ 46.1611	$ 48.5097
		BW	$ 3,191.90	$ 3,353.50	$ 3,520.18	$ 3,692.89	$ 3,880.78
		AN	$ 82,989.40	$ 87,191.00	$ 91,524.68	$ 96,015.14	$ 100,900.28
7344	7344 Carpenter	HR	$ 39.8987	$ 41.9188	$ 44.0022	$ 46.1611	$ 48.5097
		BW	$ 3,191.90	$ 3,353.50	$ 3,520.18	$ 3,692.89	$ 3,880.78
		AN	$ 82,989.40	$ 87,191.00	$ 91,524.68	$ 96,015.14	$ 100,900.28
7345	7345 Electrician	HR	$ 42.7251	$ 44.7905	$ 47.0599	$ 49.4442	$ 51.8796
		BW	$ 3,418.01	$ 3,583.24	$ 3,764.79	$ 3,955.54	$ 4,150.37
		AN	$ 88,868.26	$ 93,164.24	$ 97,884.54	$ 102,844.04	$ 107,909.62