

BOARD of SUPERVISORS



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MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: May 21, 2019

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of
Understanding - May 2019

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on May 16, 2019:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

File No. 190518 [Compensation for Unrepresented Employees]

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.

File No. 190519 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]

Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to provide a base wage increase for Classification H-42 Assistant Fire Marshal effective July 1, 2019.

File No. 190520 [Memorandum of Understanding - Municipal Attorneys' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190521 [Memorandum of Understanding - Machinists Union, Local 1414]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2019, through June 30, 2022.

File No. 190522 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2019, through June 30, 2022.

File No. 190523 [Memorandum of Understanding - Laborers International Union, Local 261]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2019, through June 30, 2022.

File No. 190524 [Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2019, through June 30, 2022.

File No. 190525 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190526 [Memorandum of Understanding - Operating Engineers, Local 3]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2019, through June 30, 2022.

File No. 190527 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

File No. 190528 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (7410)]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2019, through June 30, 2022

File No. 190529 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (Multi-Unit)]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

File No. 190530 [Memorandum of Understanding - Transport Workers Union of America, Local 200]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 200, to be effective July 1, 2019, through June 30, 2022.

File No. 190531 [Memorandum of Understanding - Service Employees International Union, Local 1021]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2019, through June 30, 2022.

File No. 190532 [Memorandum of Understanding - Supervising Probation Officers]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2019, through June 30, 2022.

File No. 190533 [Memorandum of Understanding - San Francisco City Workers United]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United, to be effective July 1, 2019, through June 30, 2022.

File No. 190534 [Memorandum of Understanding - Municipal Executives Association]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190535 [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2019, through June 30, 2022.

File No. 190536 [Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190537 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 17]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2019, through June 30, 2022.

File No. 190538 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 18]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2019, through June 30, 2022.

File No. 190539 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2019, through June 30, 2022.

File No. 190540 [Memorandum of Understanding - San Francisco Institutional Police Officers' Association]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190541 [Memorandum of Understanding - San Francisco District Attorney Investigators' Association]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190542 [Memorandum of Understanding - San Francisco Building Inspectors' Association]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190543 [Memorandum of Understanding - San Francisco Deputy Sheriffs' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2019, through June 30, 2022.

File No. 190544 [Memorandum of Understanding - Crafts Coalition]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2019, through June 30, 2022.

c: Todd Rydstrom, Office of the Controller
Michelle Allersma, Office of the Controller
Carol Lu, Office of the Controller

1 [Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]

2
3 **Ordinance adopting and implementing the decision and award of the Arbitration Board**
4 **under Charter Section A8.490-4, establishing the Memorandum of Understanding**
5 **between the City and County of San Francisco and the International Brotherhood of**
6 **Electrical Workers, Local 6, to be effective July 1, 2019 through June 30, 2022.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.
9 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
10 **Board amendment additions** are in double-underlined Arial font.
11 **Board amendment deletions** are in ~~strikethrough Arial font~~.
12 **Asterisks (* * * *)** indicate the omission of unchanged Code
13 subsections or parts of tables.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. The Board of Supervisors hereby adopts and implements the decision and
16 award of the Arbitration Board under Charter Section A8.490-4, establishing the Memorandum
17 of Understanding ("MOU") between the City and County of San Francisco and the
18 International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2019 through
19 June 30, 2022.


20 The Arbitration Board decision and award and the MOU so implemented is on file with
21 the Clerk of the Board of Supervisors in Board File No. 190524.

22 Section 2. The Board of Supervisors hereby authorizes the Department of Human
23 Resources to make non-substantive ministerial or administrative corrections to the MOU.
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Section 3. Effective Date. This ordinance shall become effective upon enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 
KATHARINE HOBIN PORTER
Chief Labor Attorney

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 6
JULY 1, 2019 - JUNE 30, 2022

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Water Department employees assigned to Millbrae and who are temporarily assigned to Sunol (regardless of length of assignment) travel to and from Millbrae and Sunol in City-provided vehicles, on City time, reporting first to Millbrae. Such employees do not report directly to Sunol from their homes. (This provision does not address the possibility of future permanent assignments to Sunol.)	17
M. No-cost Parking:.....	17
Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.	17

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ARTICLE I - REPRESENTATION

ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter Agreement) is entered into by the Director of Human Resources, for and on behalf of City and County of San Francisco, its Boards and Commissions, and on behalf of City Departments (hereinafter collectively "City") and Local Union No. 6, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Union"). This agreement shall be effective as of July 1, 2019 upon approval by the Mayor, adoption by the Board of Supervisors and ratification of the membership of the Union.

I.A. RECOGNITION

2. The City recognizes International Brotherhood of Electrical Workers Local Union 6, AFL-CIO (IBEW 6) as the exclusive representative of all employees of the City and County of San Francisco assigned to Bargaining Unit 3 including:

1. 6248 - Electrical Inspector
2. 6249 - Senior Electrical Inspector
3. 6250 - Chief Electrical Inspector
4. 6252 - Line Inspector
5. 7229 - Transmission Line Supervisor I
6. 7238 - Electrician Supervisor I
7. 7244 - Power Plant Supervisor I
8. 7255 - Power House Electrician Supervisor I
9. 7256 - Electric Motor Repair Supervisor I
10. 7257 - Communication Line Supervisor I
11. 7273 - Communication Line Worker Supervisor II
12. 7275 - Telecommunications Technician Supervisor
13. 7276 - Electrician Supervisor II
14. 7279 - Powerhouse Electrician Supervisor II
15. 7285 - Transmission Line Worker Supervisor II
16. 7287 - Supervising Electronic Maintenance Technician
17. 7308 - Cable Splicer
18. 7318 - Electronic Maintenance Technician
19. 7319 - Electric Motor Repairer
20. 7329 - Electronics Maintenance Technician Assistant Supervisor
21. 7338 - Electrical Line Worker
22. 7345 - Electrician
23. 7350 - Transmission and Distribution Line Worker
24. 7390 - Welder
25. 7430 - Assistant Electronic Maintenance Technician
26. 7432 - Electrical Line Helper
27. 7480 - Power Generation Technician I
28. 7482 - Power Generation Technician II
29. 7484 - Senior Power Generation Technician
30. 7488 - Power Generation Supervisor
31. 7510 - Lighting Fixture Maintenance Worker
32. 9240 - Airport Electrician
33. 9241 - Airport Electrician Supervisor
34. 9242 - Head Airport Electrician
35. 9354 - Elevator and Crane Technician
36. 9358 - Crane Mechanic Supervisor

- b. and any and all employees assigned to new or different classifications hereafter who

ARTICLE I - REPRESENTATION

perform work within the scope of work covered by this Agreement or are accreted to bargaining Unit 3 pursuant to the procedures of the Employee Relations Ordinance.

3. The work covered by and subject to the terms and conditions of this Agreement shall be that work that upon execution of this Agreement is currently being assigned to employees in Bargaining Unit 3 in the classifications heretofore enumerated and/or claimed by IBEW Local 6.

I.B. INTENT

4. This Agreement shall, to the extent its terms address a subject within the scope of bargaining and arbitration pursuant to Charter Section A8.409 *et seq.* supersede and prevail over any contrary ordinance, resolution, rule, charter provision and/or regulation of any agency of the City and County of San Francisco, including the Office of the Mayor, the Board of Supervisors, City Departments and/or City and County Boards or Commissions.

I.C. NO WORK STOPPAGES

5. It is understood and agreed that during the term of this Agreement neither the Union nor any person covered hereunder shall engage in a strike, slowdown or work stoppage against the City and County of San Francisco, nor shall the Union or any person covered hereunder honor any picket line of any other group of City employees who are obliged under a contractual no strike provision or any provisions of the City Charter to refrain from strikes, slowdowns, or work stoppages against the City and County of San Francisco.

I.D. OBJECTIVE OF THE CITY

6. Administrative Code Section 16.215 is incorporated herein and made a part hereof as if set forth in its entirety.

I.E. MANAGEMENT RIGHTS

7. The City and County of San Francisco and its Departments retain all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Service rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include but are not limited to the power, duty and right to: direct the work of employees; hire, promote, demote, transfer, assign and retain employees; suspend or terminate employees for proper cause; relieve employees of duties because of lack of work or funds; establish performance standards and evaluate employees; determine and implement the methods, means, assignments, classifications and personnel by which its operations are to be conducted; and to initiate, prepare, modify and administer its budget. The City and its Departments have 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 paragraph do not conflict with any term or condition of this Agreement.

I.F. OFFICIAL REPRESENTATIVES, STEWARDS, AND UNION/CITY RELATIONS COMMITTEE

1. Official Representatives
8. The Union may select up to the number of employees as specified in the Employee Relations

ARTICLE I - REPRESENTATION

Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

9. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
10. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
11. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

12. a. The Union shall have the right to appoint Stewards who shall be under the direction of the Business Manager of the Union where employees are employed under the terms of this Agreement. The Union shall provide the City with a written list of Stewards and their work locations, and shall notify the City of any changes in the designation of Stewards.
13. b. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.
14. c. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances.

3. Union/City Relations Committee

15. Effective September 1, 2019, the parties shall establish a Union/City Relations Committee with two (2) members from the Union and two (2) members from the City. Additional members may be invited to a meeting on a case by case basis subject to mutual agreement of the parties.
16. Upon request of the Union, the Committee shall meet once every three (3) months, unless otherwise mutually agreed upon, to address matters that the parties agree are of mutual concern and that arise during the course of this Agreement.

ARTICLE I - REPRESENTATION

I.G. UNION SECURITY

1. Authorization for Payroll Deductions
17. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.G. 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.
18. The City 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 City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
19. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
20. The City 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 Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
21. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
22. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
23. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in

ARTICLE I - REPRESENTATION

accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.

24. 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 City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City 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.

2 Indemnification

25. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.G. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.G. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.
26. Upon written request by the Union, not more than once annually, the City agrees to provide to the Union gender information by job classification to the extent the City has such data and consistent with the City's de-identification policies.

I.H. GRIEVANCE PROCEDURE

27. Any disputes arising between the Union and the City involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein. Grievances must state the basis, section(s) violated and remedy sought, without prejudice to subsequent amendments.
28. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and

ARTICLE I - REPRESENTATION

shall be filed in writing with the appointing officer (step 3) within twenty one (21) calendar days of formal written notice to the Union of the final notice of discipline or discharge.

29. Contract grievances not involving suspension or discharge, may be filed at either Step 1 or Step 2 as appropriate within thirty (30) calendar days of the date of the events giving rise to the grievance, or within thirty (30) calendar days of the date the City/Union should reasonably have knowledge of the events giving rise to the grievance.
30. Time limits contained herein are procedural in nature and may be mutually waived by the parties.

Procedural Steps

31. a. Step 1: An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step without the formal intervention of the Union or the Director of the Employee Relations Division (ERD) shall not impair the position of either the Union or the Director of ERD in any subsequent dispute between the City and the Union which advances beyond this step.
32. b. Step 2: Any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and moved to the designated management official within twenty one (21) calendar days. In the event that the Union and the designated management official are unable to resolve the dispute within twenty one (21) calendar days, either party may move the dispute to Step 3.
33. c. Step 3: All grievances involving disciplinary suspension or discharge and any contract grievance not satisfactorily resolved at Step 2 shall be moved in writing to the Appointing Officer for resolution within twenty one (21) calendar days. In the event that the dispute is not resolved at the Appointing Officer level within twenty one (21) calendar days either party may move the dispute to Step 4.
34. d. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the Employee Relations Director within twenty one (21) calendar days of receipt of the Appointing Officer's decision. The Step 4 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The Employee Relations Director shall review the appeal and may issue a decision no later than thirty (30) calendar days following the receipt of the appeal.
35. If the decision of the Employee Relations Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate. The Union must file a written appeal to arbitrate within thirty (30) calendar days from receipt

ARTICLE I - REPRESENTATION

of the Step 4 response by submitting a request for arbitration to the ERD Director. The ERD Director shall issue a letter referring the Union to the City Attorney's Office. The Union shall contact the City Attorney's Office by letter, copied to the Employee Relations Director, via US mail, within thirty (30) calendar days of the date of the ERD Director's letter referring the Union to the City Attorney's Office. If the Union fails to contact the City Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.

Selection of the Arbitrator

36. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) calendar days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Service.
37. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within thirty (30) calendar days. In the event the parties fail to agree, the arbitrator may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
38. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
39. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties. Costs of the parties' transcripts and representation shall be borne by each party.

Discipline/Discharge

40. a. Probationary Employees:
Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual as defined in Article II A – Non Discrimination, or on account of union activities.
41. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
42. b. Non-Probationary and Provisional Employees:
Any permanent employee covered by this Agreement who is non-probationary may be disciplined for just cause. Any provisional employee covered by this Agreement who has served the equivalent of a probationary period may be disciplined for just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand

ARTICLE I - REPRESENTATION

and/or employee evaluation may not be used to support a disciplinary action.

43. c. Union Representation
No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee, or any provisional employee who has served the equivalent of a probationary period, who requests the presence of a steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of the employee's right to Union representation at such interview.
44. d. "Skelly" Rights
Any permanent non-probationary employee or any provisional employee who has served the equivalent of a probationary period subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:
45. (1) Notice of the proposed action;
46. (2) The reasons for the proposed action; and
47. (3) A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
48. (4) No discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least nine (9) calendar days in advance of the date such discipline is to take effect.

Expedited Arbitration

49. By mutual agreement, the parties may utilize the following procedures:
50. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors may be resolved through an expedited arbitration process.
51. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove the arbitrator or for twelve months, whichever comes first. A standing expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
52. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.

ARTICLE I - REPRESENTATION

53. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

Termination Appeals

54. By mutual agreement, the parties may utilize the following procedures: Termination appeals will be filed directly at Step Four (Employee Relations Division). The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal to arbitration. The parties may mutually agree to use the expedited arbitration process noted immediately above in lieu of regular arbitration.
55. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all terminations. In the absence of an agreed-upon arbitrator, the arbitrator will be selected in the manner prescribed in paragraph 38.

I.I. SENIORITY

56. The parties agree that there shall be two types of seniority recognized for departmental operating purposes:
57. 1. City Seniority: the date of commencement of continuous city service.
58. 2. Classification Seniority: the date of certification from a Department of Human Resources eligible list to a permanent position. Temporary seniority shall not be considered.
59. In the event that two or more employee's seniority begins on the same date, seniority shall be determined in accordance with Civil Service Rule 121.2.
60. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.
61. As such seniority lists relate to those bids contained within the Departmental MOU, any modification must be by mutual agreement and in writing.

I.J. BULLETIN BOARDS AND UNION ACCESS

62. The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by the Union, and neatly displayed, and removed from the bulletin board by the Union when no longer deemed timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain. The Union shall not post literature that violates City policies prohibiting discrimination, harassment, retaliation, or mistreatment of persons, or that would constitute campaigning

ARTICLE I - REPRESENTATION

on behalf of or against a ballot measure or candidate for political office. The Department may remove any such literature and shall notify the Union of its removal.

Union Access

63. The City shall provide the Union reasonable access to all work locations during work hours to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.
64. The Union agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees. The Union agrees not to engage in campaigning for or against an individual running for public elected office or ballot measures in work locations.
65. Union representatives may use City meeting space with a reasonable amount of advance notice and approval from the City agency or department, subject to availability. Such requests shall not unreasonably be denied.
66. The City may require a department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees. Union representatives shall identify themselves before entering such work areas.

I.K. POSTING OF VACANCIES

67. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than ten (10) calendar days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall be in standard announcement format. The posting of notices or announcements shall be subject to the grievance procedure. The appointment to the announced position shall not be subject to the grievance procedure.

ARTICLE II – EMPLOYMENT CONDITIONS

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

68. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
69. Neither the City nor the Union shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milius-Brown-Act. Neither the City nor the Union shall discriminate against an employee covered by this Agreement due to the employee's Union membership or non-membership, or Union activity.
70. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

II.B. PERSONNEL FILES

71. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.
72. Each employee shall have the right to review the contents of the employee's file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.
73. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
74. Material relating to discipline in the employee's personnel file which have been in the file

ARTICLE II – EMPLOYMENT CONDITIONS

for more than two (2) years of actual work, shall be sealed (i.e. shall remain confidential) to the maximum extent legally permissible from the date of the supervisor's written recommendation of discipline, shall not be used for disciplinary purposes provided the employee has no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for the purpose of assisting the City in defending itself in legal or administrative proceedings. Performance evaluations are excluded from this provision.

75. The above provision shall not apply to any discipline resulting from a written determination by the City Equal Employment Opportunity Office that the Employee has violated City EEO policies and shall also 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. In such cases, an employee's request for non-consideration may be considered on a case-by-case basis.
76. With the approval of the employee's supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

II.C. PROBATIONARY PERIOD

77. The probationary period, as defined and administered by the Civil Service Commission ("Probationary Period") shall be as set forth herein:

2,080 regularly scheduled hours worked, including legal holiday pay (LHP) for all new hires;

1,040 regularly scheduled hours worked, including legal holiday pay (LHP) for a promotive appointment; and

520 regularly scheduled hours worked, including legal holiday pay (LHP) for all other job changes that require serving a new probationary period, including but not limited to transfers and bumping. If the employee is returned to duty in the same department from which the employee was laid off, the employee shall serve the remainder of any probationary period.

78. A probationary period may be extended for up to 1040 hours by mutual agreement, in writing, between the Union and the Appointing Officer. The City shall make reasonable efforts to give notice to the Union at least two weeks prior to the time that it seeks to extend an employee's probationary period.

[For information purposes only – Civil Service Rule 117 sets forth the terms regarding extension of a probationary period to obtain a license or certificate. The Civil Service rules can be found on the San Francisco Civil Service Commission website.]

ARTICLE II – EMPLOYMENT CONDITIONS

II.D. TRAVEL REIMBURSEMENT

1. Travel Expense

79. a. No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 pursuant to paragraph 74 of the parties' 2010-2012 Agreement shall receive a one-time lump sum payment equal to the amount of Travel Expense pay that they received in Fiscal Year 2011-2012.

2. Use of Private Automobile on City Business

80. a. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.
81. b. Employees using their own vehicle for City business at the request of the employer or the employer's representative shall be reimbursed for mileage at the rate allowed by the IRS and for all necessary parking and toll expenses.
82. c. The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.
83. d. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and shall receive the mileage allowance in accordance with the IRS allowance:
- 6248 Electrical Inspector
6249 Senior Electrical Inspector
6250 Chief Electrical Inspector
84. e. Employees regularly assigned to work locations outside of the City and County of San Francisco who are required to transport themselves to a location more than 30 minutes travel time from their regularly assigned location, shall not be required to travel on their own time as to that portion of the trip which exceeds 30 minutes.

II.E. SUBSISTENCE PAY

85. Employees shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.32, seven (7) days a week, for room and board for such period as the employee is required to live away from the employee's place of residence. Such maintenance shall not be considered as wages and shall be paid by separate check.

II.F. COMPLIANCE WITH CODES

ARTICLE II – EMPLOYMENT CONDITIONS

86. All work performed by employees covered by this Agreement shall conform to all applicable codes.

II.G. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

87. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the fee for the renewal of such certificate, registration or license. This provision shall not apply to a class “C” driver’s license.

II.H. FINGERPRINTING

88. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

II.I. WORKFORCE REDUCTION

1. Obligation to Meet & Confer on Employee Workloads

89. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.
90. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads, in the event the Union alleges that the reduction in force will result in unsafe or unhealthful working conditions.
91. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relation Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

92. 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 but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to “as needed,” or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

3. Layoff Procedures

93. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.

II.J. SUBCONTRACTING

1. "Prop J." Contracts

94. a. The City agrees to notify the Union no later than the date a department sends

ARTICLE II – EMPLOYMENT CONDITIONS

out Requests for Proposals when contracting out of a City service, and authorization of the Board of Supervisors is necessary in order to enter into said contract.

- 95. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
- 96. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
 - a. possible alternatives to contracting or subcontracting;
 - b. questions regarding current and intended levels of service;
 - c. questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
 - d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 - e. questions relating to the effect on individual worker productivity by providing labor saving devices.
- 97. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

- 98. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
- 99. b. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.
- 100. c. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

3. Job Order Contract Notification Requirements

- 101. a. At the time the City issues an invitation for a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San

ARTICLE II – EMPLOYMENT CONDITIONS

Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.

102. b. Twenty days prior to the time the City issues a Task Order/Work Order funded by a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building Trades Council of any such task order/work order.
103. c. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract and/or task order/work order, the employee organization must make its request to the appropriate department within ten calendar days after the receipt of the department’s notice. The parties shall meet and discuss, within ten calendar days of receipt of request to meet and discuss, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
104. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting out decision(s) are present at the meeting(s) referenced in paragraph c.
105. e. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

ARTICLE III – PAY, HOURS AND BENEFITS

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

106. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.
107. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Unit-Wide Base Wage Increases

108. All members of the bargaining unit shall receive the following base wage increases:
109. Effective July 1, 2019: 3.0 %
110. Effective December 28, 2019: 1.0 %
111. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
112. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.
113. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
114. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

Internal Adjustments

ARTICLE III – PAY, HOURS AND BENEFITS

- 115. Effective July 1, 2019, employees in classes 9240 Airport Electrician, 9241 Airport Electrician Supervisor, and 9242 Head Airport Electrician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.
- 116. Effective December 28, 2019, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional one and seventy hundredths percent (1.7%) to their base wage.
- 117. Effective July 1, 2021, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional one and seventy hundredths percent (1.7%) to their base wage.
- 118. Effective December 28, 2019, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.
- 119. Effective July 1, 2021 employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.
- 120. Effective close of business June 30, 2022, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

III.B. MAINTENANCE AND CHARGES

- 121. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on timerolls and payrolls in accordance with a schedule of maintenance charges fixed and determined in the Annual Salary Ordinance.

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

- 122. Unless otherwise provided in this Agreement, a “normal work day” is a tour of duty of eight (8) hours completed within not more than nine (9) hours. The normal work week for employees covered by this agreement is 40 hours.
- 123. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties. The parties agree to the process outlined in Appendix B-3, paragraph 4 to resolve work schedule issues. Dates referenced in Appendix B-3 shall not apply to anything other than Appendix B-3.

2. FLEX-TIME SCHEDULES

- 124. All classifications of employees having a normal work day of eight (8) hours within nine

ARTICLE III – PAY, HOURS AND BENEFITS

(9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights the employee may have on the same subject.

3. ALTERNATE WORK SCHEDULES

125. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full-time work weeks of less than five (5) days, work days of less than eight (8) hours, or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

4. PART-TIME WORK SCHEDULE

126. A part-time work schedule is a tour of duty of less than forty hours per week.

5. EXCEPTIONS

127. a. The 20-20 Educational Program.
128. b. Specially funded training programs approved by the Department of Human Resources.
129. c. Educational and Training Courses. Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
130. d. Work schedule – Remote Locations. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedule” for such operations.
131. e. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

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132. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
133. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
134. f. Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
135. g. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
136. (1) General Provisions: Upon receipt of a projected deficit notice from the Controller, 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.
137. The appointing officer shall have full discretion to approve or deny requests for voluntary 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 time off in excess of ten (10) working days are denied.
138. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
139. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
140. (b) Employees granted voluntary unpaid time off 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.
141. (3) Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

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1. Normal Work Schedule

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

2. Part-Time Work Schedules

143. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.E. ADDITIONAL COMPENSATION

1. NIGHT DUTY DIFFERENTIAL

144. Shift pay of 9% shall be paid for the entire shift, provided at least four (4) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.).
145. Shift pay of 11% shall be paid for the entire shift, provided at least four (4) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m.

2. STANDBY PAY

146. a. Employees (except those working at the Public Utilities Commission) who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic communication device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
147. b. Employees of the Public Utilities Commission ("PUC") who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties

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which are primarily administrative in nature.

3. CALL BACK PAY

148. Employees (except those employees residing at remote locations in city-supplied housing, or who are otherwise being compensated) who are called back to their work locations following the completion of the employee's work day and departure from the employee's place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

4. AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY

149. Eligible employees at the San Francisco Airport who are assigned by the appointing officer or designee to be on a rotational pager assignment, shall be paid \$50.00 per day when performing such assignment. In addition, if applicable, response to a page by phone or response to an inquiry by phone, whether the employee is on pager assignment or not, shall be paid at a minimum of one quarter hour worked or actual time spent, whichever is greater.
150. An employee who is required to return to work shall be granted a minimum of four (4) hours compensation at the applicable overtime rate.
151. Rotational pager assignment may not be required of an employee during an employee's vacation and/or the continuous days off before/after any vacation.

5. LEAD ELECTRICIAN PREMIUM

152. Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$10.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order material or to take the lead on any job when at least two employees in the same classification are working together and one acts as the lead.

7308 Cable Splicer
7318 Electronic Maintenance Technician
7319 Electric Motor Repairer
7338 Electrical Line Worker
7345 Electrician
7350 Transmission and Distribution Line Worker
7363 Powerhouse Electrician
9240 Airport Electrician
9354 Elevator and Crane Technician

153. Employees are not eligible to receive both Lead Electrician Premium and Acting Assignment Pay.

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6. OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM

154. Represented inspectors who are OSHPD certified shall receive a premium of \$8.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City/County Jail construction.

7. CERTIFICATION PREMIUM

155. Any represented inspectors who hold a certification in the following categories shall be granted additional premium pay above the base rate per hour for each such certification as follows. The combined total of the premiums shall not exceed 5.5%. These premiums will be paid only when the certifications are current.

General Building Official	4%
Electrical Plan Review	2%
Electrical Inspection Certification by IAEE and/or ICC	2.5%
Mechanical Inspector	2%
Residential Energy Code Specialist	1%

8. CORRECTIONAL FACILITY PREMIUM

156. A premium of \$1.50 per hour will be paid to Class 7345 and related classes working in a secured and restricted areas of the correctional facilities listed below:

- a. County Jail #3 in San Bruno
- b. Youth Guidance Center:
 - 1. 375 Woodside, San Francisco and
 - 2. Log Cabin Ranch in La Honda
- c. Hall of Justice in San Francisco
- d. San Francisco General Hospital
- e. County Jail #7
- f. County Jail #8

157. This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime. The premium applies only to actual hours worked in restricted/secured areas.

9. HEIGHT PREMIUM

158. Any employee required to work from trusses, towers, swinging scaffolds, bos'n chairs, cranes and crane rigging (other than Class 9354), temporary staging or unguarded structures at a height of thirty (30) feet or more from the ground, water or supporting structure, shall receive \$2.00 per hour over the regular rate of pay for hours so worked. This premium pay shall also apply to employees working under piers and working out of boats or barges.

10. ACTING ASSIGNMENT PAY

159. a. Employees assigned in writing by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification

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shall receive compensation at a higher salary if the employee is assigned to perform the duties of a higher classification for ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

160. An employee who believes the employee is performing a substantial portion of the duties and responsibilities of a higher classification shall be entitled to file a claim for out-of-class pay with the department head. Denials for acting assignment pay shall be subject to the grievance procedure.
161. b. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
162. c. Requests for classification or reclassification review shall not be governed by this provision.

11. SUPERVISORY DIFFERENTIAL ADJUSTMENT

163. The Department of Human Resources is authorized to adjust the compensation of a supervisory employee if:
164. a. the supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, and is accountable and responsible for the work of subordinates;
165. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
166. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;
167. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
168. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.
169. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
170. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.

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- 171. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
- 172. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
- 173. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.
- 174. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

12. WASTE WATER TREATMENT FACILITY PREMIUM

- 175. Employees who are assigned to work at a Waste Water Treatment Facility shall receive \$4.00 a day for each actual day worked at the facility.

13. UNDERWATER DIVING PAY

- 176. Employees shall be paid \$14.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.

14. EPOXY PREMIUM

- 177. An epoxy premium of \$1.00 per hour will be authorized for those hours actually spent in the application of epoxy, primer and/or glue.

15. BILINGUAL PAY

- 178. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, "bilingual" means the ability to interpret and/or translate non-English languages, which may include sign language for the hearing impaired and Braille for the visually impaired, and "certified" means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.

- 179. Effective January 1, 2020, at the City's discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

III.F. OVERTIME COMPENSATION

- 180. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the

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appointing officer or the officer's designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.

181. Employees working in classifications that are designated in Article II of this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
182. Employees shall not be eligible to sign up for an overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment. However, even if the employee is not eligible to sign up for overtime assignment, the appointing officer or designee may assign the employee for overtime and compensate at the overtime rate.
183. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computing a work week for overtime purposes.
184. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. The provisions of this paragraph do not apply to mandatory emergency overtime, which is to be compensated at the rate of time and one half.
185. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
186. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half pursuant to the provisions herein.
187. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.

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188. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off (“CTO”). Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.
189. Employees in non-“Z” designated job classifications may not earn more than two hundred (200) hours of compensatory time in a fiscal year.
190. A non-“Z” classified employee who is appointed to a position in another department shall have the employee’s entire CTO balance paid out at the rate of the underlying classification prior to appointment.
191. A non-“Z” classified employee who is appointed to a position in a higher, non-“Z” designated classification or who is appointed to a position in a “Z” designated classification shall have the employee’s entire CTO balance paid out at the rate of the lower classification prior to promotion.
192. Subject to availability of funds, a non-“Z” classified employee, upon the employee’s request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer.

1. OVERTIME & SHIFT PRACTICES

193. The parties agree that, except as specifically referenced herein for all departments all current shift and overtime practices shall remain in effect for the duration of the Agreement unless changed by mutual agreement by the Union and the affected department.

2. RECORDATION OF OVERTIME

194. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.
195. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
196. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.

III.G. HOLIDAYS AND HOLIDAY PAY

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

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January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s
Birthday)
the third Monday in February (President's Day)
the last Monday in May (Memorial Day)
July 4 (Independence Day)
the first Monday in September (Labor Day)
the second Monday in October (Columbus Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

198. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
199. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

1. HOLIDAYS THAT FALL ON A SATURDAY

200. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the department head's jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Administrative Code Section 16.4. Those employees who work on a Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

2. HOLIDAY COMPENSATION FOR TIME WORKED

201. Employees required by their respective appointing officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e. 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked. At the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
202. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

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3. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

203. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work, shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
204. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

4. HOLIDAY PAY FOR EMPLOYEES LAID OFF

205. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

206. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time-and-one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

207. a. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
208. b. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

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209. c. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

7. FLOATING HOLIDAYS

210. Covered employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee may carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee's total floating holiday balance at any time shall not exceed ten (10) floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken.

8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

211. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment may, at the sole discretion of the appointing authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

III.H. TIME OFF FOR VOTING

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

III.I. VOLUNTEER/PARENTAL RELEASE TIME

213. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
214. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

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III.J. REST PERIOD BETWEEN SHIFTS

215. If an employee is called back to work or held over at work, and the employee's next regularly scheduled shift begins within eight (8) hours of the end of the callback or holdover assignment, then the employee has the option to not work until the employee has eight (8) consecutive hours of rest time.
216. If an employee chooses to return to work at the beginning of the employee's next regularly scheduled shift, all hours worked within the eight (8) hour rest period shall be paid at the rate of time and one-half (1-1/2). The employee shall notify the supervisor of the employee's election before the next regularly scheduled shift begins.
217. Notwithstanding paragraph 215, an employee may be required to return to work within the eight (8) hour rest period when a natural disaster or other emergency occurs and the City determines the employee's attendance at work is necessary. If an employee is called back to work for an emergency, hours the employee is required to work within the eight (8) hour rest period shall be paid at the rate of time and one-half (1-1/2). In such situations, employees will be entitled to an eight (8) hour rest period after the end of the emergency call back assignment.

III.K. SALARY STEP PLAN AND SALARY ADJUSTMENTS

218. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.

1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

219. An employee following completion of six months of continuous service who is appointed to a position in a higher classification deemed to be promotive by the Department of Human Resources shall have the employee's salary adjusted to that step in the promotive class as follows:
220. a. If the employee is receiving a salary in the employee's present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
221. b. If the employee is receiving a salary in the employee's present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
222. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.

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2. NON-PROMOTIVE APPOINTMENT

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

3. APPOINTMENT ABOVE ENTRANCE RATE

224. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation grade under any of the following conditions:
1. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in the appointee's former classification.
 2. Loss of compensation would result if appointee accepts position at the normal step.
 3. A severe, easily demonstrated and documented recruiting and retention problem exists.
 4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

4. REAPPOINTMENT WITHIN SIX MONTHS

225. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

a. Transfer

226. An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at the employee's current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

b. Reemployment in Same Class Following Layoff

227. An employee who has acquired permanent status in a position and who is laid off

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because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

c. Reemployment in an Intermediate Class

228. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

d. Reemployment in a Formerly Held Class

229. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.L. METHODS OF CALCULATION

BI-WEEKLY

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

PER DIEM OR HOURLY

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

III.M. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

232. Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

233. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive

ARTICLE III – PAY, HOURS AND BENEFITS

step.

234. Appendix C contains the list of represented classifications appointed at the Fifth (5th) Step. Class 7318 Electronic Maintenance Technician must be appointed at Step 3 or higher.

3. DATE INCREMENT DUE

235. Increments shall accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.

4. EXCEPTIONS

236. a. An employee shall not receive a salary adjustment based upon service as herein provided if the employee has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
237. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
238. (1) An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hour's equivalent to one year or six months, whichever is applicable.
239. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
240. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
241. (a) An employee who during that portion of the employee's anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.

ARTICLE III – PAY, HOURS AND BENEFITS

242. (b) An employee who during that portion of the employee's anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
243. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in the employee's permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from the employee's permanent position.
244. (5) Satisfactory Performance
Notwithstanding the above paragraphs, an employee's scheduled step increase may be denied if the Appointing Officer or designee determines that the employee's performance has been unsatisfactory. In the absence of a recommendation to deny a step increase, an employee shall receive the employee's scheduled step increase. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice prior to the employee's salary anniversary date of any intent to withhold a step increase and the basis for such withholding. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of the officer's intent to withhold a step increase at that time.
245. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s), and any facts underlying the performance evaluation(s) or other relevant information, may be used as evidence by either party in an expedited grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
246. If an employee's step increase is withheld, that employee shall be eligible for a step increase upon the employee's next anniversary (increment) due date, provided, however, that, at any time before that date, the Appointing Officer, in the appointing officer's sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed. An employee's anniversary date shall be unaffected by this provision.
247. Withholding of step advancement shall not affect an employee's wage increases as provided for in Article III.A. Wages.

ARTICLE III – PAY, HOURS AND BENEFITS

III.N. SICK LEAVE WITH PAY LIMITATION

248. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.
249. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

III.O. STATE DISABILITY INSURANCE (“SDI”)

250. Employees covered by this Agreement shall be enrolled in the State Disability Insurance (“SDI”) program.
251. The payment of sick leave pursuant to Rule 120 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of the employee’s accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

III.P. WORKERS COMPENSATION

252. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee’s paid leave credits including vacation, sick leave balance, or other paid leave as available.

III.Q. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE

253. Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. Subsequent City contributions will be set pursuant to the Charter.

2. DEPENDENT HEALTH CARE PICK-UP

254. From July 1, 2014 to December 31, 2014, the City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

3. MEDICALLY SINGLE EMPLOYEES

ARTICLE III – PAY, HOURS AND BENEFITS

255. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the “medically single employee” (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City’s premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.
256. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.
257. If an employee’s work location reasonably requires the employee to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

Health Coverage Effective January 1, 2015

258. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:

Employee Only:

259. a. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

260. b. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

261. c. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

ARTICLE III – PAY, HOURS AND BENEFITS

Contribution Cap

262. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

Average Contribution Amount

263. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

Medically Single Employees Outside of Health Coverage Areas

264. The provisions in paragraph 239 above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such "medically single employees" (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

4. DENTAL COVERAGE

265. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
266. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
267. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

268. As set forth in Administrative Code Section 16.701(b), covered employees who are not in

ARTICLE III – PAY, HOURS AND BENEFITS

active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

269. 6. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND

The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1.

III.R. RETIREMENT

270. Represented employees agree to pay their own employee retirement contribution. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.

271. Any City pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

272. 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 or the impasse procedures of Charter Section A8.409.

PRE-RETIREMENT SEMINAR

273. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

274. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

III.S. LONG TERM DISABILITY INSURANCE

277. The City shall provide to represented employees with six months continuous service a Long Term Disability (LTD) benefit that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five.

ARTICLE III – PAY, HOURS AND BENEFITS

Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.T. JURY DUTY

278. 1. An employee shall be provided leave with pay on a work day on which the employee performs jury service, providing the employee gives prior notification to the supervisor.
279. 2. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing the employee gives prior notification to the supervisor.
280. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.

III.U. FAIR LABOR STANDARDS ACT

281. To the extent that 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 agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

III.V. VACATION

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

III.W. ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE

283. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES

ARTICLE IV -TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

- 284. Represented employees shall be on paid status when assigned to attend required educational programs.
- 285. Subject to the following conditions, the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours:
- 286. All training/course work must be approved in advance, in writing by management;
- 287. Requested training/course work must be beneficial to needs of the department and the performance of duties consistent with the employee's current classification;
- 288. Prior to reimbursement the employee must provide proof of successful completion of the training/course, and;
- 289. Departments reserve the right to request employees demonstrate proficiency in training/course material within thirty (30) days of completing the training/course.

IV.B. TUITION AND TRAINING REIMBURSEMENT FUND

- 290. The City to allocate eight thousand dollars (\$8,000) to a Tuition and Training Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement. Employees in said classifications may not receive more than one thousand dollars (\$1,000) each per fiscal year from this special allocation. The provisions of the Reimbursement Fund are attached as Appendix to this agreement.
- 291. If any portion of the allocated funds under either section remain unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year not to exceed ten thousand dollars (\$10,000) and available to be expended.

IV.C. RETRAINING AND EDUCATION CLASSES

- 292. When the Appointing Officer of a particular classification represented by the Union requires an employee to attend retraining classes or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits.

ARTICLE V - WORKING CONDITIONS

V.A. PROTECTIVE CLOTHING

293. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge.

V.B. WORK CLOTHING

294. The City agrees to continue the current practice of providing protective work clothing to employees in classifications, 7319 Electric Motor Repairer, 7430 Assistant Electronic Maintenance Technician, 7432 Electrical Line Helper, 7308 Cable Splicer, 7338 Electrical Line Worker, 7257 Communications Line Supervisor I, 7229 Transmission Line Supervisor I, 9240 Airport Electrician, 9354 Elevator and Crane Technician, 7345 Electrician, 7318 Electronic Maintenance Technician, 7390 Welder, 7510 Lighting Fixture Maintenance Worker, 6248 Electrical Inspector, 6249 Senior Electrical Inspector, 7238 Electrician Supervisor I, 7329 Electronics Maintenance Technician Assistant Supervisor, and 7350 Transmission and Distribution Line Worker.

295. Employees in the above mentioned classes will be provided five (5) sets of coveralls, shop coats or other protective clothing as agreed upon by the individual department and the Union. A lesser number of sets of protective work clothing may be mutually agreed upon for specific classifications by the Union and individual departments. The cost of the protective work clothing, laundry of the same, shall be paid by the City. Where the parties agree to provide reimbursement in lieu of providing protective work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash work clothing allowance which shall be no less than \$175.00 per year. In all cases where protective work clothing has been provided, the employee shall be required to wear such clothing during the performance of their duties.

296. When employees working in classifications covered by the terms of this MOU are performing their normal work duties in the rain, they shall be provided adequate foul weather gear.

297. The City agrees to provide safety shoes to represented employees every twelve (12) months. In all cases where safety footwear has been provided, the employee shall be required to wear such footwear during the performance of their duties.

V.C. TOOL INSURANCE

298. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:

299. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

ARTICLE V – WORKING CONDITIONS

300. 2. The employee must demonstrate that the employee has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
301. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of the employee's tools to the employee's appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
302. 4. The employee shall be responsible for using all reasonable means to preserve and protect the employee's tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by the employee's appointing officer.
303. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
304. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to the employee's appointing officer, the local police department and the Union.
305. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
306. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of the employee's return to report the loss.
307. 6. In case of damage due to fire, the requirements of this section shall be followed with the exception that verified reports need not be filed with the police.
308. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus ten dollars (\$10.00).
309. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform the employee's job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

V.D. HEALTH & SAFETY

310. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.

ARTICLE V – WORKING CONDITIONS

311. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.
312. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the employee's supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made a determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.
313. If the safety officer determines that the complaint is valid, the officer's determination, including recommendations regarding abatement procedures or employee reassignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
314. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.
315. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove the Health and Safety expert, or for twelve months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
316. After receipt of the appeal, the Appointing Officer will contact the Union within 3 working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
317. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
318. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

V.E. SAFETY EQUIPMENT

ARTICLE V – WORKING CONDITIONS

319. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
320. The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses may at the discretion of the Appointing Officer, be provided with prescription safety glasses.

V.F. SUBSTANCE ABUSE PREVENTION POLICY

321. Attached as Appendix D is the Substance Abuse Prevention Policy (SAPP). The SAPP will come into effect after the City engages a vendor to provide oral fluid testing.

V.G. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM

Employee Assistance Program Advisory Committee

322. The Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

V.H. DIRECT DEPOSIT OF PAYMENTS

323. The Citywide “Paperless Pay” Policy applies to all City employees covered under this agreement.
324. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees who wish to receive a paper statement shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
325. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
326. Under the policy, all employees will have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
327. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

ARTICLE V – WORKING CONDITIONS

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the bank pay card option, or vice versa;
3. Obtain a new bank pay card the first time the employee's bank pay card is lost, stolen or misplaced;

328. The City assures that the bank pay card shall be FDIC insured and that employees will not be charged for the bank pay card or for withdrawals made from the Bank providing the bank pay card. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.

329. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

330. The parties mutually agree that employees may print out pay advices during work hours.

V.I. APPRENTICESHIP PROGRAM

331. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs including compensation and entry level salaries for apprentice positions. The specific provisions of the apprenticeship programs shall be subject to agreement between the CCSF, the Civil Service Commission (where appropriate), and the Union.

332. The following journey-level classes (“Apprenticeship Classes”) shall be eligible for an apprenticeship program, subject to agreement:

7350: Transmission and Distribution Line Workers

7338: Electrical Line Workers

9240: Airport Electricians

333. The parties shall use all reasonable efforts to promptly implement mutually agreeable apprenticeship programs. The parties agree to conclude negotiations regarding the development of apprenticeship programs no later than December 31, 2020.

334. Any agreement setting forth the terms of the apprenticeship program will be included in a specific Appendix to this Agreement. Nothing in this Agreement shall be construed as committing the City to join any Union or affiliated entities trust fund.

335. The parties fully support the objective of increasing the percentage of underrepresented groups in apprenticeship programs in City departments. The parties shall make reasonable efforts to ensure that the composition of candidates for City apprenticeship placements is consistent with this diversity objective.

ARTICLE VI – SCOPE

ARTICLE VI - SCOPE

- 336. The parties recognize that recodifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
- 337. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

VI.A. SAVINGS CLAUSE

- 338. 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. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

VI.B. REOPENER

- 339. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits.
- 340. Any agreements reached will be incorporated into the MOU by way of amendment of the MOU.

VI.C. ZIPPER CLAUSE

- 341. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties except as otherwise provided herein.
- 342. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

VI.D. DURATION OF AGREEMENT

- 343. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022, with no reopeners except as specifically provided herein.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2019.

FOR THE CITY

FOR THE UNION

Micki Callahan Date
Human Resources Director

John J. Doherty Date
Business Manager, Financial Secretary

Carol Isen Date
Employee Relations Director

Osha Ashworth Date
Business Representative

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

Katharine Hobin Porter Date
Chief Labor Attorney

APPENDIX A: EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

1. WHO MAY APPLY FOR REIMBURSEMENT

- A. Any employee holding regular appointment to a full-time, permanent position within the City service and who has served a minimum of one (1) year continuous permanent service in any class immediately prior to receipt of application, may apply for tuition reimbursement in accordance with the provisions of this rule and the provisions of the Administrative Code.
- B. In order to receive reimbursement, employees must complete the General Tuition Reimbursement Form and have it signed by their supervisor. Upon supervisorial approval, employees must upload the PDF document into the Online Tuition Reimbursement System when submitting a Pre-Approval Request. Such application for reimbursement shall be made prior to the date of enrollment in the course, and if approved by Human Resources in the Online Tuition Reimbursement System, reimbursement shall be subject to successful completion of the course and availability of funds.

Should an employee not have access to the technology necessary for an on-line process, the General Tuition Reimbursement Form will be available through departmental human resource personnel, and the reimbursement process will be facilitated through this staff.

2. TRAINING FOR PROMOTION OR ADVANCEMENT

- A. An eligible employee may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the Charter, the employee shall be reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.
- B. No reimbursement shall be made if the employee is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

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- A. An eligible employee may apply to the Department of Human Resources through the appointing officer for reimbursement in a training course given by an accredited educational institution during or outside working hours for the purpose of improving performance in the present classification.
- B. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. The Department of Human Resources shall be the judge of whether such training meets the criteria of improving performance in the employee's present job, and whether the training can be provided through available in-service activities. Subject to the budgetary and fiscal provisions of the Charter, the employee shall be reimbursed for tuition, supplies, books, and other fees for such course if attendance has been approved in advance, and funds have been appropriated and are available. If attendance is during regular hours, it shall be considered a duty assignment for the purpose of payment of salary. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED

The Department of Human Resources or Human Resources Director shall be the judge of whether an educational institution is properly accredited for the purpose of this rule. The appointing officer shall consider the employee's record of performance in making recommendations.

APPENDIX B: PAST PRACTICES and DEPARTMENTAL WORKING
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I. WORKWEEK AND HOURS

A. A. The normal work week for the following work assignment locations shall be forty (40) hours per week, Monday through Friday:

1. Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
2. Port of San Francisco
3. Department of Building Inspection
4. S.F. Airport, Building Maintenance (not airfield maintenance)
5. Department of Public Works
6. Public Utilities Commission Water Department
7. Public Utilities Commission Hetch-Hetchy Water and Power, except the: (i) Primary Control Center currently located at Moccasin; and (ii) power generation and transmission facilities at Early Intake - Kirkwood Powerhouse ("Backup Control Center"), Holm Powerhouse, and the Early Intake switch yard (collectively "Early Intake"). In the event that the City decides to re-locate the Primary Control Center currently located in Moccasin, or the Backup Control Center currently located in the Kirkwood Powerhouse, the parties agree to meet and confer to conform this Agreement to the new control center location(s).
8. Public Library
9. Recreation and Parks Department
10. Sheriff's Department
11. War Memorial
12. Laguna Honda
13. Public Utilities Commission Wastewater Enterprise

B. The normal work week for the following work assignment locations shall be forty (40) hours per week; five (5) consecutive 8 hour days within one (1) week:

1. San Francisco Airport, Airfield maintenance (all shifts)

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C. Hetchy-Hetchy Primary Control Center and Early Intake– Powerhouse Operators (classes 7480, 7482, 7484, and 7488)

1. Primary Control Center Operators

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following two cycles; however, individual employee assignments are subject to change due to operational needs.

Primary Control Center Schedule I Cycle: A thirty-five (35) day cycle of:

- a. Three (3) consecutive day shifts of 12 hours followed by seven (7) consecutive days off.
- b. Four (4) consecutive day shifts of 11 hours followed by three (3) consecutive days off.
- c. Four (4) consecutive night shifts of 12 hours followed by two (2) consecutive days off.
- d. Three (3) consecutive day shifts of 12 hours followed by one (1) day off.
- e. Three (3) consecutive night shifts of 12 hours followed by two (2) consecutive days off.
- f. One day shift of 12 hours.

All 11 and 12-hour day shifts begin at 6:00 a.m. All 12-hour night shifts begin at 6:00 p.m.

Primary Control Center Schedule II Cycle: Four (4) consecutive 10-hour day shifts within one week. *The 10-hour Primary Control Center Schedule II day shifts shall begin at 6:00 a.m.*

The Department shall notify the Union of any proposed schedule changes from the Schedule I Cycle to the Schedule II or Schedule III Cycle at least five (5) weeks in advance. The Department shall indicate the basis for the proposed change for any employees being reassigned from the Schedule I Cycle to the Schedule II or Schedule III Cycle. Employees reassigned from the Schedule I Cycle to the Schedule II, or employees assigned to the Schedule III Cycle, shall be paid a new premium of seven and a half percent (7.5%) of their regular straight-time pay during such reassignment (“Special Assignment Premium”). Schedule changes shall not be used to avoid payment of overtime.

New hires who have not passed probation and are not NERC certified, and who have not passed all of their training requirements, are not eligible for the Schedule II Cycle Special Assignment Premium. The Department shall permit employees assigned to the Schedule II or Schedule III Cycle to return to the Schedule I Cycle upon request, subject to operational needs, however the

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Department retains the right to determine which employee is assigned to Schedule II or Schedule III Cycles.

Newly hired employees shall be placed on the Schedule II Cycle for up to eighteen (18) months, or a shorter period of time, subject to the operational needs of the Department, and thereafter shall be assigned to either Early Intake on the Schedule III Cycle, or the Primary Control Center on the Schedule I Cycle. The Department may also assign employees to the Schedule II Cycle to meet operational needs.

2. Early Intake—Schedule III Cycle

The Early Intake schedule consists of a Monday through Friday work week containing five (5) consecutive 8-hour day shifts. Early Intake powerhouse 8-hour day shifts shall begin at 7 a.m.

D. Monday Through Friday Work Weeks:

The following shift hours are to be observed at the following work locations:

- 1) Department of Technology –
 - Day Shift: Public Safety Wire Section: 7:00 a.m. - 3:30 p.m.
 - Telecommunications Facilities Section: 7:00 a.m. - 3:30 p.m.
 - Swing Shift: Public Safety Wire Section: 3:00 p.m. - 11:00 p.m.
 - Graveyard Shift: Public Safety Wire Section: 11:00 p.m. - 7:00 a.m.
- 2) S.F. Airport Electric Shop; Building Maintenance for all classes except 7318s:
 - Day Shift: 7:00 a.m. - 3:30 p.m.
 - Swing Shift: 3:00 p.m. - 11:00 p.m.
 - Graveyard Shift: 11:00 p.m. - 7:00 a.m.
- 3) Public Utilities Commission
 - a) Public Utilities Commission Wastewater Enterprise: staggered:
 - 6:00 a.m. - 2:30 p.m.
 - 6:30 a.m. - 3:00 p.m.
 - 7:00 a.m. - 3:30 p.m.
 - b) Public Utilities Commission (Water Department)
 - Newcomb Street Yard: 7:00 a.m.- 3:30 p.m.
 - Millbrae Yard: 7:00 a.m.- 3:30 p.m.

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- c) Public Utilities Commission (Hetch-Hetchy Water and Power; Moccasin Line Shop, Moccasin Electric Shop and Warnerville Line Shop):
7:00 a.m. – 3:30 p.m.

- 4) Department of Public Works
2323 Chavez Street: 7:00 a.m. - 3:30 p.m.

Department of Public Works, Bureau of Building Repair: For work orders where there is a compelling need to commence work before 7:00 a.m. and where the work will last at least one (1) month, the workday may be changed to 6:00 a.m. to 2:30 p.m., provided that the Bureau provides the Union with at least ten (10) business days' notice of such change.

- 5) Public Library: 7:00 a.m. - 3:30 p.m.
- 6) Recreation and Parks Department: 7:00 a.m. - 3:30 p.m.
- 7) Sheriff's Department: 7:00 a.m. - 3:30 p.m.
- 8) Port of San Francisco: 7:30 a.m. - 4:00 p.m.
- 9) Department of Building Inspection: 7:30 a.m. – 4:00 p.m. or 8:00 a.m. - 5:00 p.m. for the front counter, rotating on a daily basis
- 10) War Memorial: 8:30 a.m. - 5:00 p.m.
- 11) Laguna Honda Electric Shop: 7:45 a.m. - 4:15 p.m.

E. Five Consecutive Eight (8) Hour Days within One (1) Week:

S.F. Airport - Airfield Maintenance and class 7318 Building Maintenance:

Day Shift: 7:00 a.m. - 3:30 p.m.

Swing Shift: 3:00 p.m. - 11:00 p.m.

Graveyard Shift: 11:00 p.m. - 7:00 a.m.

F. Day Shifts - Five Consecutive Eight (8) – Hour Days within One (1) Week (Monday - Friday except as provided): Hetch Hetchy Water and Power, Moccasin Electronic Tech Shop

- 1. Public Utilities Commission (Hetch Hetchy Water and Power; Moccasin Tech Shop)
7:00 a.m. - 3:30 p.m. or

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8:00 a.m. – 4:30 p.m.

2. The San Francisco Public Utilities Commission's Hetch Hetchy Water and Power will assign workweek and work hours for employees in the Electronic Maintenance Technician Shop pursuant to Appendix B.F.1.
 - A. However, management may at its discretion assign up to 2 (two) 7318 Electronic Maintenance Technicians to a Sunday through Thursday workweek, with observed shift hours 7:00 a.m. to 3:30 p.m.
 - B. No less than once each year, each shift (meaning: workweek and work hours) shall be open to bidding. Bidding shall be conducted pursuant to numerals 2 – 6 as delineated in C. below. The scheduling of this bidding shall be at management's discretion.
 - C. In the event a vacancy occurs in the Sunday through Thursday shift, management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled using the following process:
 1. Vacancies shall be posted in all technician shops at Hetch Hetchy Water and Power for a period of five (5) working days.
 2. Bids from eligible employees must be filed within five (5) working days from the end of the posting period.
 3. The most senior eligible employee shall be assigned among those volunteering for the vacant assignment.
 4. If no volunteers bid, management may assign least senior eligible employee.
 5. Eligible employees shall be those non-probationary employees in classification 7318 Electronic Maintenance Technician, or in the case of provisional employees, those who have held an appointment in the class for a length of time equivalent to the probationary period.
 6. For the purposes of bidding, seniority shall be determined first by date of hire within the department, within the classification, to a permanent position; followed, for provisional employees, by date of hire within the department, within the classification. In the event of a tie, the tie shall be broken consistent with Civil Service Commission Rule 121.3.

The parties further agree that within thirty days of the execution of this Agreement, all Class 7318 Electronic Maintenance Technicians workweek and work hour assignments shall be filled pursuant to the bidding process described above.

Upon the request of the City, the Union will meet with the City to discuss the possibility of raising the

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number of 7318 Electronic Maintenance Technicians on Sunday to Thursday shifts.

G. Public Utilities Commission Power Generation and Power Management

The Union recognizes that PUC is changing operations in the field of power generation and power management and will continue to do so during the life of this Agreement. The parties agree to meet and confer consistent with the MOU to negotiate shift additions and changes consistent with such operations.

H. San Francisco International Airport Electrical Shop (Shifts and Shift Bidding):

1. Shift Bidding

- A. Management will determine the schedule of probationary employees, and will allow them to rotate shifts, as is necessary to provide probationary employees with complete training.
- B. Shifts and Regular Days Off for all covered employees to be bid every six (6) months.
- C. Final bid posting at least one (1) week before shift cycle.
- D. Bids will be awarded by departmental seniority.

2. Vacancies Between Bid Cycles

- A. In the event a vacancy occurs on any shift between bid cycles, management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled:
 - 1) First, the most senior among those volunteering for the vacant assignment.
 - 2) Second, if no volunteers, management will assign least senior non-probationary employees within the classification, and not currently on shift, to fill the vacancy until the next bid cycle.

3. Seniority for the purposes of bidding means date of hire within affected class within the Department.

I. Public Utilities Commission Water Supply and Treatment Division (Shifts and Shift Bidding)

1. Shift Bidding

- A. No less than once each year, each shift (including days off) within each section of the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant,

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Sunol Water Treatment Plant and the Millbrae Corporation Yard) shall be open to bid. This provision shall not preclude the scheduling of additional shift bidding periods within particular bid units upon mutual agreement of Management and the Union. The annual shift bidding period required herein shall be integrated with transfer bidding in order to effect transfers and shift selections in a single integrated process at least once annually.

Each location may have up to two shifts which shall be: Shift 1, 8:00 a.m. to 4:30 p.m., Shift 2, 3:30 p.m. to 12:00 a.m. or 4:00 p.m. to 12:30 a.m. The work week for both shifts at Water Supply and Treatment Division shall be Monday through Friday.

- B. Employees eligible to bid shall include all employees in the Water Supply and Treatment Division in class 7318, Electronic Maintenance Technician.
- C. At the time set by Management for the annual shift bidding period, the supervisor of each unit shall post for one (1) week shifts, and the number of employees in each classification to full such shifts, so that full-time employees described in paragraph B. above may submit their choices of shifts. Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.
- D. Assignments shall become effective two weeks after the end of the posting period (or at the nearest commencement thereto of the next pay period) and shall be awarded in accordance with Water Supply and Treatment Division seniority in class above, except that Management may deny or delay bids that effect special projects or which require special skills or specific experience related to a specific job.
- E. Management shall retain the right between posting period to change an employee's shift temporarily for training purposes or on account of unexpected operational demands. This period shall not exceed an aggregate of six (6) months for new hires and 120 days for existing 7318's transferring in to the Water Supply and Treatment Division from other Public Utilities Commission Divisions or other Departments, provided the 120-day exclusion can be extended in the event the employee has yet to demonstrate the ability to satisfactorily perform duties. In the case of changed operational demands requiring permanent shift changes, Management shall attempt to meet its requirements to change employee's shifts, first, through solicitation of volunteers, thereafter, by assignment by inverse seniority in the event insufficient voluntary shift changes are made to meet operational demands. Any person whose shift is changed involuntarily shall not be subject to the twenty-four (24) month exclusion rule contained in the transfer procedures notwithstanding that such employee may have been effected a successful transfer bid within twenty-four (24) months preceding an involuntary shift change pursuant to this provision.

2. Transfer Bidding Division Transfer Bidding

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- A. There shall be a bidding system to effect transfer of employees once every twelve (12) months.
 - B. Employees in class 7318 shall be eligible to transfer between sections specific in 1.A., above.
 - C. Transfers shall be awarded on the basis of departmental seniority subject to the Employee's demonstrating that the employee is or becomes proficient in the job after on-the-job training not to exceed (6) months.
 - D. Employees who successfully bid and who are thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.
 - E. If the Water Supply and Treatment Division determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of employees entering or leaving such unit, subject to review at the Union's request pursuant to grievance procedure.
 - F. An employee is ineligible to exercise a bid, if such employee has been disciplined by suspension or more with the one (1) year period immediately preceding the opening of the application filing period.
 - G. Employee displaced by operation of the transfer bidding system, if any, shall be displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by Departmental classification seniority order.
 - H. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
 - I. Employees described in G. above shall be bid into the Units where vacancies described in H. above are determined to exist. Bids by such employees shall be awarded in accordance with Departmental classification seniority.
 - J. No person who is required to bid in accordance with H. through I. above shall be deemed to have exhausted the employee's right to transfer nor shall the employee be subjected to a twenty-four (24) months preclusion period as described in D. above.
 - K. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, and shifts in a single integrated procedure.
3. Vacancy Bidding
- A. All new or vacant positions at the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae

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Corporation Yard) shall be subject to employee's bids before employees from the outside are hired to fill any such new or vacant positions.

- B. Eligible employees shall be those in classes 7318 and 7345 within the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard), where the new or vacant position is available and who are assigned the same classification as the new or open positions.
- C. Vacancies as described in 3.A. above shall be posted in the sections where such vacancies occur for a period of five (5) working days.
- D. Bids for eligible employees must be filed within five (5) working days from the initial date of posting.
- E. Operational positions shall be awarded on the basis of Departmental classification seniority.
- F. Exceptions may be made for training purposes of if the operation of this provision would be negatively impact service reliability, service standards or employee safety.
- F. This procedure shall not apply to open or new positions existing at the time of the regular transfer and shift bidding periods. At such times, open or new positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift bidding procedures.
- G. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

II. WORKING CONDITIONS

A. Break Periods.

Applies to all employees in Unit 1-L

Two (2) break periods each shift of fifteen (15) minutes. One approximately two (2) hours after the start of the shift, the other approximately two (2) hours before the end of the shift.

B. Meals/Meal Periods.

1. (Not applicable to employees working straight eights or twelves.) In the event an employee works through the employee's regularly scheduled meal period (approximately mid-shift) or is unable to take a meal period commencing within one hour before or after the start time of the regularly scheduled meal period, the employee shall be entitled to take up to a one-half hour meal period while on duty when there is a reasonable opportunity thereafter. Such meal period shall be (1) included as paid work time and (2) used for the purposes of determining if and when overtime begins.

2. Straight eight (8) or twelve (12) hour shifts: All straight eight (8) or twelve (12) hour shifts shall include time allotted to a meal period at approximately mid-shift. Employees on break for such meal periods shall be deemed to be in "on duty" pay status.

3. Free Meals Sheriff's Department: Meals are provided to unit employees assigned to the Sheriff's Department at County Jails #3, 7, 8 and 9 - free of charge.

4. Special Conditions Applicable to Recreation and Parks Department Employees Assigned to Camp Mather: Unit employees assigned to Camp Mather are entitled to one (1) paid travel day, each way to and from Camp Mather and a \$10/day meal voucher for each travel day pursuant to the Administrative Code. In addition, the employee is entitled to a free room with bed and access to bath and three free meals per day.

5. MEAL PROVISION – HETCH-HETCHY ONLY

When an employee works more than two (2) hours of unscheduled overtime at a remote location, the City shall provide the employee with a meal. In lieu of providing a meal, the City may pay the employee meal pay at the rate of \$20 per day. For the purposes of this section, "remote location" does not refer to any work done at or within five (5) miles of Moccasin, Modesto, Early Intake, Warnerville or Groveland work locations.

C. Preparation and Clean-up Time.

Reasonable preparation and clean-up time is allowed, appropriate to the work being performed (applicable to all unit employees).

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D. Safety Practices.

1. The City acknowledges that for health and safety reasons, the Public Utilities Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.
2. A minimum of two (2) employees shall be assigned to any work requiring entrance into an underground vault (applicable to the Department of Technology, Public Safety Wire Section).
3. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port of San Francisco, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, and Public Utilities Commission (Wastewater Enterprise, Water Department and Hetch Hetchy Moccasin, Line, Tech Shop, Electric, and Warnerville Line Shop).
4. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.
5. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.
6. At the Department of Public Works, Bureau of Building Repair and/or Public Utilities Commission, employees assigned to the Wastewater Enterprise Division shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.
7. The City acknowledges for health and safety reasons, PUC staffs the Primary Control Center with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.
8. The City will provide Powerhouse Operators with North American Electric Reliability Corporation (NERC) required continuing education hours necessary to maintain current certifications with such training to take place during the 11-hour day shifts.
9. If the City assigns any Powerhouse Operators to work at Early Intake, it shall assign at least two (2) Powerhouse Operators to work there on five (5) consecutive 8-hour day shifts, Monday through Friday, as set forth in Section C.2 above, however, on occasion, and subject to the operational needs of the Department, the City may staff Early Intake with one (1) Powerhouse Operator for a period not to exceed five (5) consecutive weekdays. No Powerhouse Operator shall be assigned to work alone at Early Intake on a Saturday or a Sunday without another City employee present.
10. Powerhouse Operators on the Schedule I Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 12 hours in one day. Powerhouse Operators on the Schedule II Cycle

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are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 10 hours in one day. Powerhouse Operators assigned to work at Early Intake on the Schedule III Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 8 hours in one day.

E. Safety Equipment.

The following safety equipment shall be provided by the City free of charge to employees assigned to the following work locations:

1. All necessary safety equipment: Department of Building Inspection; Port of San Francisco.
2. Prescription safety glasses upon request: S.F. International Airport (Airfield & Building Maintenance); Water Department (Millbrae and Newcomb); Port of San Francisco.
1. Miscellaneous: Custom fit ear protection - S.F. International Airport (Airfield & Building Maintenance); all necessary high voltage equipment - S.F. International Airport (Airfield Maintenance); shower room and adequate time to shower when needed - Water Department (Millbrae Yard).

F. Safety Meetings.

1. Safety meetings are held every payday on each shift with unit employees at the following jobsite locations:
 - (a.) Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
 - (b.) Port of San Francisco Electric Shop
 - (c.) San Francisco Airport - Airfield Maintenance and Building Maintenance Shops
 - (d.) Department of Public Works Bureau of Building Repair
 - (e.) Public Utilities Commission – Wastewater Enterprise and Water Department - Millbrae and Newcomb Yards
2. Safety meetings are held at least every ten (10) days on each shift with unit employees at the following jobsite locations:
 - (a.) Recreation and Parks Department Electric Shop
 - (b.) Laguna Honda Electric Shop
3. Safety meetings are held at least once per month on each shift with unit employees at the following jobsite locations:
 - (a.) Department of Building Inspections
 - (b.) Hetch Hetchy Water and Power Primary Control Center and Early Intake

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- (c.) Public Library
- (d.) War Memorial Electric Shop (in accordance with Cal-OSHA requirements)

4. Other:

- (a.) Safety meetings are held with unit employees once per week at Moccasin Tech, Line, Electric and Warnerville Line Shop
- (b.) Safety meetings are held with unit employees at the Sheriff's Department (Jail Nos. 3, 7, 8 and 9) as needed to meet Cal-OSHA minimum standards.

G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

Laguna Honda Electric Shop: An adequate number of uniforms shall be supplied by the department and shall be laundered free of charge.

H. Security of Employees Effects and Tools.

Bargaining Unit employees at the following locations shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employees' duties.

1. Department of Technology. (Rankin Street)
2. Port of San Francisco.
3. San Francisco International Airport - Building Maintenance/Airfield Maintenance Shops.
4. Department of Public Works - Cesar Chavez Street
5. San Francisco Public Utilities - Water Department (Millbrae/Newcomb) and Wastewater Enterprise
6. Hetch Hetchy Water and Power
7. Public Library
8. Sheriff's Department - Jail #8 and #9

I. Training and New Hire Training Periods.

1. Department of Technology - Public Safety Wire Section: New hires not eligible for overtime shift coverage for first six months of employment.

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2. San Francisco International Airport – Airfield Maintenance Only: Newly hired 9240s may be assigned to any shift.

3. Hetch-Hetchy - Tech, Line, Electric and Warnerville Line Shop: New hires assigned at the discretion of supervisor.

J. Overtime, Vacation, and Shift Bidding

1. Overtime:

(1) Overtime assigned at discretion of supervisor. (Applies to Laguna Honda; Hetch Hetchy Moccasin, Tech, Line and Warnerville Line Shop; Public Library)

(2) Overtime assigned to employee working on the job first, thereafter assignment made at supervisor's discretion. (Applies to Port of San Francisco; San Francisco Intl. Airport-Building Maintenance; Dept. of Public Works Bureau of Building Repair; Wastewater Enterprise; Water Department; Dept. of Telecommunication Facilities Section.

(3) Department of Technology Public Safety Wire Section: See attached Appendix B-1

(4) Department of Building Inspection: See Attached Appendix B-2.

(5) S.F. International Airport Airfield Maintenance: Overtime is offered to employee with least number of accrued overtime hours.

(6) Primary Control Center and Early Intake powerhouses: Overtime shall be by seniority in accordance with seniority lists established as of each January 1. Once through the list, then assignments are offered to employee with least number of "accrued overtime hours." Refusals count as "accrued overtime hours" for the purpose of overtime distribution.

(7) Recreation and Parks Department: Overtime seniority list established and overtime offered on basis of seniority. Once through the list, overtime offered to employee with least number of accrued hours. Refusals of offered overtime count as "accrued overtime hours for the purpose of overtime distribution." Overtime log book available for inspection at any time. Regular overtime is generally voluntary; however, if there are no volunteers, overtime is assigned by reverse seniority.

2. Vacation

(1) Department Technology --Public Safety Wire Section: See attached Appendix B-1.

(2) Vacation requests are granted on a first come, first serve basis at Hetch Hetchy Water and Power; Recreation and Parks Department; Department of Technology -- Telecommunications Facilities Section.

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(3) Vacation in the following departments is granted pursuant to the following notice requirements:

- (i) Port of San Francisco --one (1) week notice on a first come, first serve basis. (Requests submitted less than five (5) working days of requested date will be considered)
- (ii) Department of Building Inspection--five (5) days advance notice for vacations longer than five (5) working days. (Notice less than five (5) days will be considered)
- (iii) San Francisco International Airport--Three (3) days' notice required for all vacation requests. Granted on first come, first serve basis.
- (iv) Department of Public Works--One (1) week notice, granted on first come, first serve basis. Requests submitted less than five (5) working days of a requested date will be considered.
- (v) Water Department--24 hours' notice for requests for vacation time of one (1) day or less, otherwise five (5) days' notice. Vacation granted on the basis of seniority.

3. Shift Bidding

(1) Department of Technology --Public Safety Wire and Telecommunications Facilities Sections. See attached Appendix B-1.

(2) San Francisco International Airport--Airfield Maintenance. Shifts open for bid every six (6) months. Shift bids awarded based upon seniority within classification.

K. Miscellaneous Conditions of Employment

1. Sick Leave Use Rules:

- (a) In all departments except the Water Department, Recreation and Parks Department and Sheriff's Department, sick leave use is governed by the Civil Service Rules in effect as of June 30, 1997.
- (b) In the following departments, employees are required to "call in" prior to the start of the employee's shift in order for sick leave to be granted: Department of Technology, San Francisco International Airport, Water Department, Hetch Hetchy, Moccasin, Tech, Line, Electric and Warnerville Line Shop, Public Library, and War Memorial (within 1 hour of start of shift).

2. Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations: San Francisco International Airport (all shops; microwave, stove, tables and chairs); Department of Public Works, Cesar Chavez Street, and

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Wastewater Enterprise (refrigerator, microwave, vending machines provided by outside vendors, tables and chairs); Water Department Millbrae Yard (refrigerator, microwave, tables and chairs); Public Library (in Main Library only); and War Memorial.

3. Use of City Vehicles/Commute Transportation:

- (a) Port of San Francisco Supervisors who have more than six (6) call backs for fiscal year may be authorized to take Port Vehicle home to be readily available for emergency response.

4. Port of San Francisco Supervisors who call employees to respond to after-hours emergencies receive a minimum of two (2) hours pay for making calls.

L. Travel: Millbrae to Sunol and back; Water Department:

Water Department employees assigned to Millbrae and who are temporarily assigned to Sunol (regardless of length of assignment) travel to and from Millbrae and Sunol in City-provided vehicles, on City time, reporting first to Millbrae. Such employees do not report directly to Sunol from their homes. (This provision does not address the possibility of future permanent assignments to Sunol.)

M. No-cost Parking:

Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.

Airport Employee Commute Options Program

The San Francisco International Airport (SFIA) Employee Commute Options Program (Eco Program) will be available for the term of the Agreement to SFIA employees. Under the Eco Program, employees who relinquish their SFIA-provided free parking privileges will receive a monthly allowance in an amount set by SFIA. Participation is voluntary and approved on a first come first serve basis. The SFIA reserves the right to amend or discontinue the Eco Program in its sole discretion, at any time for any reason including but not limited to a lack of funding as determined by the SFIA. If: (1) the SFIA discontinues the ECO Program; (2) the SFIA denies an employee participation in the ECO Program due to lack of funds; or (3) the employee voluntarily exits the ECO Program, the SFIA shall reinstate the employee's parking privileges. The Eco Program, including but not limited to denial of participation, change in allowance amount, or amendment or termination of the Eco Program, is not subject to the grievance procedure with the sole exception of determining whether the SFIA has restored an employee's free parking privileges if: (1) the SFIA discontinues the ECO Program; (2) the SFIA denies an

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employee participation in the ECO Program due to lack of funds; or (3) the employee voluntarily exits the ECO Program.

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Appendix B-1: Past Practices

SCHEDULING OF LOCAL 6 MEMBERS WORKING AT THE DEPARTMENT OF TECHNOLOGY(DT):

7273 Communications Line Supervisor II

7275 Cable Splicing Supervisor

7257 Communications Line Supervisor I

7308 Cable Splicer

7338 Electrical Line Worker

7432 Electrical Line Helper

All employees are assigned a 40 hour work week consisting of five eight hour days Monday through Friday.

OVERTIME

A. Detail Shift

Weekends are covered by a detail shift, swing (3:00pm – 11:00pm) and graveyard (11:00pm – 7:00am), on an overtime basis. The overtime shifts are assigned every six months and are distributed equally among Class 7338 line workers and distributed equally among the 7273 Communications Line Supervisor IIs. The line worker who is assigned the swing or graveyard shift on the weekend will work the same shift for the following week on Monday through Friday. When the 7273 works the swing or graveyard shift on the weekend a 7338 will be assigned the shift for the following week. This assignment is equally distributed among the 7338's.

The overtime portion of the detail assignment is voluntary – if an employee chooses not to work the overtime portion of the detail shift the employee must notify the Communications Line Supervisor II who will reassign the weekend shift. The Monday through Friday portion of the detail shift will not be reassigned.

Trades are allowed for the detail shifts and must be approved by the Communications Line Supervisor II. Overtime shifts may be traded but not given away.

In the event of a callout requiring an additional person, Central Fire Alarm Station will follow the Emergency Callout Procedures.

B. Unscheduled Overtime

If a job cannot be finished during the regular working hours and must be finished on overtime basis, the crew working on the job will remain on an overtime basis until completion. This overtime is voluntary unless the job is declared an emergency by the Cable Splicing Supervisor or the Communications Line Supervisor II. If an emergency is declared the employees must stay until the job is completed or no longer constitutes an emergency.

This provision applies to 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, 7432 Electrical Line Helper, and 7308 Cable Splicer.

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C. Prearranged Overtime and Emergency Callout Procedures:

1. 7308 Cable Splicer – prearranged overtime will be offered to the employee with the least overtime hours for that fiscal year.

2. 7338 & 7432 – employees must place their names on a callout list kept at CFAS by Wednesday if they are available to work overtime the following week starting on Saturday. Overtime will be assigned to the employee who has placed his name on the list and has the least amount of overtime hours worked during the current fiscal year. In the event that no employees are available from the callout list, all employees of the classification needed to perform the work will be called starting with the employee with the least amount of overtime hours worked during the current fiscal year.

3. All overtime hours worked by 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, or 7432 Electrical Line Helper must be logged by the fire alarm dispatcher at the completion of each job. If an employee is on the callout list and is not available when called, the hours that would have been worked by the employee will be logged by the dispatcher and counted for future call out lists.

D. Vacations

Requests for vacations from April 1 to December 31 will be granted according to seniority for requests received between January 1, and March 31. Requests received on April 1 or after will be granted in the order received.

Program managers may limit the number of employees granted vacation at the same time.

Appendix B-2
[Past Practices]

ELECTRICAL INSPECTION DIVISION

OVERTIME DISTRIBUTION

Overtime requests for off-hours inspection are routinely processed by the district electrical inspector assigned to the specific project. The inspector obtains a completed Service Request Form from the property owner, or the owner's agent, and refers it to the Appointing Officer (or designee) for review and assignment. The Appointing Officer (or designee) coordinates overtime assignments, and give priority consideration to the inspector responsible for final acceptance of the specific installation and to the customer's preference for continuity of the inspection process.

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APPENDIX C: CLASS FIVE ENTRANCE & COMPENSATION SCHEDULE

CLASSIFICATIONS ENTERING AT FIFTH STEP:

6248 – Electrical Inspector
6249 – Sr. Electrical Inspector
6250 – Chief Electrical Inspector
6252 – Line Inspector
7229 - Transmission Line Supervisor I
7238 - Electrician Supervisor I
7244 – Power Plant Supervisor I
7255 - Power House Electrician Supervisor I
7256 - Electric Motor Repair Supervisor I
7257 - Communication Line Supervisor I
7273 - Communication Line Worker Supervisor II
7275 - Telecommunications Technician Supervisor
7276 - Electrician Supervisor II
7279 - Powerhouse Electrician Supervisor II
7285 - Transmission Line Worker Supervisor II
7287 - Supervising Electronic Maintenance Technician
7308 – Cable Splicer
7319 - Electric Motor Repairer
7329 - Electronics Maintenance Technician Assistant Supervisor
7338 - Electrical Line Worker
7345 - Electrician
7390 - Welder
9240 - Airport Electrician
9241 - Airport Electrician Supervisor
9242 - Head Airport Electrician
9354 - Elevator and Crane Technician
9358 - Crane Mechanic Supervisor

Class 7318, Electronic Maintenance Technician, may be appointed at the Third Step.

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Attachment A - Electricians, Local 6 Hourly Step Rates for FY17-18

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5
6248	Electrical Inspector	\$48.6250	\$51.0625	\$53.6125	\$56.2875	\$59.1125
6249	Senior Electrical Inspector	\$53.6125	\$56.2875	\$59.1125	\$62.0750	\$65.1750
6250	Chief Electrical Inspector	\$59.1125	\$62.0750	\$65.1750	\$68.4250	\$71.8500
6252	Line Inspector	\$48.6250	\$51.0625	\$53.6125	\$56.2875	\$59.1125
7214	Electrical Transit Equipment Supervisor	\$35.5875	\$37.3625	\$39.2250	\$41.1875	\$43.2500
7216	Electrical Transit Shop Supervisor I	\$32.2750	\$33.8875	\$35.5875	\$37.3625	\$39.2250
7229	Transmission Line Supervisor I	\$51.9625	\$54.5625	\$57.2750	\$60.1500	\$63.1500
7235	Transit Power Line Supervisor I	\$28.4250	\$29.8500	\$31.3375	\$32.9000	\$34.5500
7238	Electrician Supervisor I	\$47.5000	\$49.8625	\$52.3625	\$54.9750	\$57.7375
7244	Power Plant Supervisor I	\$40.2500	\$42.2500	\$44.3625	\$46.5875	\$48.9125
7253	Electrical Transit Mechanic Supervisor I	\$29.2750	\$30.7375	\$32.2750	\$33.8875	\$35.5875
7255	Power House Electrician Supervisor I	\$47.5000	\$49.8625	\$52.3625	\$54.9750	\$57.7375
7256	Electric Motor Repair Supervisor I	\$29.2750	\$30.7375	\$32.2750	\$33.8875	\$35.5875
7257	Communication Line Supervisor I	\$45.2250	\$47.5000	\$49.8625	\$52.3625	\$54.9750
7273	Communications Line Worker Supervisor II	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
7274	Transit Power Line Worker Supervisor II	\$31.6625	\$33.2500	\$34.9125	\$36.6625	\$38.5000
7275	Telecommunications Technician Supervisor	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
7276	Electrician Supervisor II	\$52.8625	\$55.5000	\$58.2875	\$61.2000	\$64.2625
7279	Powerhouse Electrician Supervisor II	\$31.6625	\$33.2500	\$34.9125	\$36.6625	\$38.5000
7285	Transmission Line Worker Supervisor II	\$57.8375	\$60.7375	\$63.7625	\$66.9500	\$70.3000
7287	Supervising Electronic Maintenance Technician	\$53.9250	\$56.6125	\$59.4500	\$62.4125	\$65.5375
7308	Cable Splicer	\$45.2250	\$47.5000	\$49.8625	\$52.3625	\$54.9750
7318	Electronic Maintenance Technician	\$46.5875	\$48.9125	\$51.3625	\$53.9250	\$56.6125
7319	Electric Motor Repairer	\$36.5000	\$38.3250	\$40.2500	\$42.2500	\$44.3625
7329	Electronic Maintenance Technician Assistant Supervisor	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
7338	Electrical Line Worker	\$51.0500				
7345	Electrician	\$42.0125	\$44.1125	\$46.3125	\$48.6250	\$51.0625
7350	Transmission and Distribution Line Worker	\$56.2875				
7354	Apprentice Power Line Worker 1	\$30.9625	\$33.7750	\$36.5875	\$39.4000	
7357	Apprentice Power Line Worker 2	\$42.2125	\$45.0375	\$47.8375	\$50.6625	
7363	Power House Electrician	\$34.4000	\$36.1250	\$37.9375	\$39.8375	\$41.8250
7364	Power House Operator	\$19.1000	\$20.0375	\$21.0250	\$22.0625	\$23.1625
7365	Senior Power House Operator	\$21.5375	\$22.6125	\$23.7375	\$24.9250	\$26.1750
7371	Electrical Transit System Mechanic	\$21.5375	\$22.6125	\$23.7375	\$24.9250	\$26.1750
7379	Electrical Transit Mechanic	\$20.8250	\$21.8500	\$22.9375	\$24.0875	\$25.2875
7380	Electrical Transit Mechanic, Assistant Supervisor	\$26.5500	\$27.8750	\$29.2750	\$30.7375	\$32.2750
7390	Welder	\$36.6500	\$38.4875	\$40.4000	\$42.4250	\$44.5500
7408	Assistant Power House Operator	\$15.2500	\$15.9875	\$16.7750	\$17.5875	\$18.4625
7409	Electrical Transit Service Worker	\$18.0375	\$18.9125	\$19.8500	\$20.8250	\$21.8500
7430	Assistant Electronic Maintenance Technician	\$40.2500	\$42.2500	\$44.3625	\$46.5875	\$48.9125
7432	Electrical Line Helper	\$34.5750	\$36.3000	\$38.1125	\$40.0125	\$42.0125
7480	Power Generation Technician I	\$40.1375	\$42.1375	\$44.2375	\$46.4500	\$48.7750
7482	Power Generation Technician II	\$45.2250	\$47.5000	\$49.8625	\$52.3625	\$54.9750
7484	Senior Power Generation Technician	\$48.3125	\$50.7250	\$53.2625	\$55.9125	\$58.7250
7488	Power Generation Supervisor	\$57.0125	\$59.8750	\$62.8500	\$66.0000	\$69.3000
7510	Lighting Fixture Maintenance Worker	\$24.3375	\$25.5625	\$26.8375	\$28.1750	\$29.5750
9240	Airport Electrician	\$46.3125	\$48.6250	\$51.0625	\$53.6125	\$56.2875
9241	Airport Electrician Supervisor	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
9242	Head Airport Electrician	\$52.8625	\$55.5000	\$58.2875	\$61.2000	\$64.2625
9354	Elevator and Crane Technician	\$48.6250	\$51.0625	\$53.6125	\$56.2875	\$59.1125
9358	Crane Mechanic Supervisor	\$51.0625	\$53.6125	\$56.2875	\$59.1125	\$62.0750

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Attachment A - Electricians, Local 6 Hourly Step Rates for FY18-19 - effective date pursuant to Art III.A. Wages

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5
6248	Electrical Inspector	\$50.0875	\$52.6000	\$55.2250	\$57.9750	\$60.8875
6249	Senior Electrical Inspector	\$55.2250	\$57.9750	\$60.8875	\$63.9375	\$67.1250
6250	Chief Electrical Inspector	\$60.8875	\$63.9375	\$67.1250	\$70.4750	\$74.0000
6252	Line Inspector	\$50.0875	\$52.6000	\$55.2250	\$57.9750	\$60.8875
7214	Electrical Transit Equipment Supervisor	\$36.6500	\$38.4875	\$40.4000	\$42.4250	\$44.5500
7216	Electrical Transit Shop Supervisor I	\$33.2375	\$34.9000	\$36.6500	\$38.4875	\$40.4000
7229	Transmission Line Supervisor I	\$53.5250	\$56.2000	\$58.9875	\$61.9500	\$65.0500
7235	Transit Power Line Supervisor I	\$29.2750	\$30.7500	\$32.2750	\$33.8875	\$35.5875
7238	Electrician Supervisor I	\$48.9250	\$51.3625	\$53.9375	\$56.6250	\$59.4750
7244	Power Plant Supervisor I	\$41.4625	\$43.5125	\$45.6875	\$47.9875	\$50.3750
7253	Electrical Transit Mechanic Supervisor I	\$30.1500	\$31.6625	\$33.2375	\$34.9000	\$36.6500
7255	Power House Electrician Supervisor I	\$48.9250	\$51.3625	\$53.9375	\$56.6250	\$59.4750
7256	Electric Motor Repair Supervisor I	\$30.1500	\$31.6625	\$33.2375	\$34.9000	\$36.6500
7257	Communication Line Supervisor I	\$46.5875	\$48.9250	\$51.3625	\$53.9375	\$56.6250
7273	Communications Line Worker Supervisor II	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
7274	Transit Power Line Worker Supervisor II	\$32.6125	\$34.2500	\$35.9625	\$37.7625	\$39.6500
7275	Telecommunications Technician Supervisor	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
7276	Electrician Supervisor II	\$54.4500	\$57.1625	\$60.0375	\$63.0375	\$66.1875
7279	Powerhouse Electrician Supervisor II	\$32.6125	\$34.2500	\$35.9625	\$37.7625	\$39.6500
7285	Transmission Line Worker Supervisor II	\$59.5750	\$62.5625	\$65.6750	\$68.9625	\$72.4125
7287	Supervising Electronic Maintenance Technician	\$55.5375	\$58.3125	\$61.2375	\$64.2875	\$67.5000
7308	Cable Splicer	\$46.5875	\$48.9250	\$51.3625	\$53.9375	\$56.6250
7318	Electronic Maintenance Technician	\$47.9875	\$50.3750	\$52.9000	\$55.5375	\$58.3125
7319	Electric Motor Repairer	\$37.6000	\$39.4750	\$41.4625	\$43.5125	\$45.6875
7329	Electronic Maintenance Technician Assistant Supervisor	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
7338	Electrical Line Worker	\$52.5875				
7345	Electrician	\$43.2750	\$45.4375	\$47.7000	\$50.0875	\$52.6000
7350	Transmission and Distribution Line Worker	\$57.9750				
7354	Apprentice Power Line Worker 1	\$31.8875	\$34.7875	\$37.6875	\$40.5875	
7357	Apprentice Power Line Worker 2	\$43.4750	\$46.3875	\$49.2750	\$52.1875	
7363	Power House Electrician	\$35.4375	\$37.2125	\$39.0750	\$41.0375	\$43.0750
7364	Power House Operator	\$19.6750	\$20.6375	\$21.6500	\$22.7250	\$23.8625
7365	Senior Power House Operator	\$22.1875	\$23.2875	\$24.4500	\$25.6750	\$26.9625
7371	Electrical Transit System Mechanic	\$22.1875	\$23.2875	\$24.4500	\$25.6750	\$26.9625
7379	Electrical Transit Mechanic	\$21.4500	\$22.5000	\$23.6250	\$24.8125	\$26.0500
7380	Electrical Transit Mechanic, Assistant Supervisor	\$27.3500	\$28.7125	\$30.1500	\$31.6625	\$33.2375
7390	Welder	\$37.7500	\$39.6375	\$41.6125	\$43.7000	\$45.8875
7408	Assistant Power House Operator	\$15.7125	\$16.4625	\$17.2750	\$18.1125	\$19.0125
7409	Electrical Transit Service Worker	\$18.5750	\$19.4750	\$20.4500	\$21.4500	\$22.5000
7430	Assistant Electronic Maintenance Technician	\$41.4625	\$43.5125	\$45.6875	\$47.9875	\$50.3750
7432	Electrical Line Helper	\$35.6125	\$37.3875	\$39.2500	\$41.2125	\$43.2750
7480	Power Generation Technician I	\$41.3375	\$43.4000	\$45.5625	\$47.8375	\$50.2375
7482	Power Generation Technician II	\$46.5875	\$48.9250	\$51.3625	\$53.9375	\$56.6250
7484	Senior Power Generation Technician	\$49.7625	\$52.2500	\$54.8625	\$57.5875	\$60.4875
7488	Power Generation Supervisor	\$58.7250	\$61.6750	\$64.7375	\$67.9750	\$71.3750
7510	Lighting Fixture Maintenance Worker	\$25.0625	\$26.3250	\$27.6375	\$29.0250	\$30.4625
9240	Airport Electrician	\$47.7000	\$50.0875	\$52.6000	\$55.2250	\$57.9750
9241	Airport Electrician Supervisor	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
9242	Head Airport Electrician	\$54.4500	\$57.1625	\$60.0375	\$63.0375	\$66.1875
9354	Elevator and Crane Technician	\$50.0875	\$52.6000	\$55.2250	\$57.9750	\$60.8875
9358	Crane Mechanic Supervisor	\$52.6000	\$55.2250	\$57.9750	\$60.8875	\$63.9375

APPENDIX D: SUBSTANCE ABUSE PREVENTION POLICY

1. MISSION STATEMENT

- a. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The parties have a commitment to prevent drug or alcohol impairment in the workplace and to foster and maintain a drug and alcohol free work environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.
- b. In agreeing to implement this Substance Abuse Prevention Policy (SAPP), the parties affirm their belief that substance abuse is a treatable condition. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- c. The City is committed to preventing drug or alcohol impairment in the workplace, and to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities. In addition, the City maintains a drug and alcohol free workplace policy in its Employee Handbook.

2. POLICY

- a. To ensure the safety of the City's employees, co-workers and the public, no employee may sell, purchase, transfer, possess, furnish, manufacture, use or be under the influence of alcohol or Illegal Drugs at any City jobsite, while on City business, or in City facilities.
- b. Any employee, regardless of how the employee's position is funded, who has been convicted of any drug/alcohol-related crime that occurred while on City business or in City facilities, must notify the employee's department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

3. DEFINITIONS

- a. "Accident" (or "post-Accident") means an occurrence associated with the Covered Employee's operation of Equipment or the operation of a vehicle (including, but not limited to, City-owned or personal vehicles) used during the course of the Covered Employee's work day where the City concludes that the occurrence may have resulted from human error by the Covered Employee, or could have been avoided by reasonably alert action by the Covered Employee, and:

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- (1) There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed, or treated by, a physician, paramedic or other licensed health care professional; or
 - (2) With respect to an occurrence involving a vehicle, there is disabling damage to a vehicle as a result of the occurrence and the vehicle needs to be transported away from the scene by a tow truck or driven to a garage for repair before being returned to service; or
 - (3) With respect to an occurrence involving Equipment, there is damage to the Equipment exceeding three thousand dollars (\$3,000); or
 - (4) With respect to an occurrence involving structures or property, there are damages exceeding ten thousand dollars (\$10,000) to the structures or property.
- b. “Adulterated Specimen” means a specimen that contains a substance that is not expected to be present in oral fluid, or contains a substance expected to be present but is at a concentration so high that it is not consistent with oral fluid.
- c. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)
- d. “Cancelled Test” means a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which 49 C.F.R. Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.
- e. “City” or “employer” means the City and County of San Francisco.
- f. “Collector” means an on-site employee trained to collect a drug or alcohol specimen, or the staff of the collection facility under contract with the City and County of San Francisco’s drug testing contractor.
- g. “Covered Employee” means an employee in a represented covered classification as stated in Section 4.
- h. “CSC” means the Civil Service Commission of the City and County of San Francisco.
- i. “Day” means working day, unless otherwise expressly provided.
- j. “DHR” means the Department of Human Resources of the City and County of San Francisco.
- k. “Diluted Specimen” means a specimen with creatinine and specific gravity values that are lower than expected for oral fluid.
- l. “EAP” means the Employee Assistance Program offered through the City and County of San Francisco.

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- m. "Equipment" includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee's paid work time); firearms when a firearm is required, and approved by the Appointing Officer, to be carried and used by the Covered Employee; banding tools; band-it; power tools; bucket truck; or equipment that is used to change the elevation of the Covered Employee more than five (5) feet.
- n. "Illegal Drugs" refer to those drugs listed in Section 5.0. Section 8.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 8.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.
- o. "Invalid Drug Test" means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration preventing the laboratory from completing or obtaining a valid drug test result.
- p. "MRO" means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
- q. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.
- r. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- s. "Parties" means the City and County of San Francisco and the International Brotherhood of Electrical Workers Local 6.
- t. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" between the City and County of San Francisco and the Union attached to the parties' Memorandum of Understanding ("MOU").
- u. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- v. "Refusal to Submit," "Refusing to Submit," "Refuse to Test," or "Refusal to Test" means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

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- i. Failure to appear for any test within a reasonable time.
 - ii. Failure to remain at the testing site until the test has been completed.
 - iii. Failure or refusal to take a test that the Collector has directed the employee to take.
 - iv. Providing false information.
 - v. Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
 - vi. Failure to provide adequate oral fluid or breath samples, and subsequent failure to undergo a medical examination as required for inadequate breath or oral fluid samples, or failure to provide adequate breath or oral fluid samples and subsequent failure to obtain a valid medical explanation.
 - vii. Adulterating, substituting or otherwise contaminating or tampering with an oral fluid specimen.
 - viii. Leaving the scene of an Accident without just cause prior to submitting to a test.
 - ix. Admitting to the Collector that an employee has Adulterated or Substituted an oral fluid specimen.
 - x. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
 - xi. Leaving work, after being directed to remain on the scene by the first employer representative, while waiting for verification by the second employer representative under section 6.I.b.
- w. "Safety-Sensitive Function" means a job function or duty where a Covered Employee either:
- (1) is operating a vehicle during paid work time on more than fifty-percent (50%) of the Covered Employee's work days on average over the prior three (3) months. Vacation, sick leave, administrative leave time and all other leave shall be excluded when determining whether a Covered Employee operates a vehicle on more than fifty-percent (50%) of the employee's work days; or,
 - (2) is actually operating, ready to operate, or immediately available to operate Equipment other than a vehicle during the course of the Covered Employee's paid work time.
- x. "Substance Abuse Prevention Coordinator" (SAPC) means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAPC will be chosen by the City.
- y. "Split Specimen" means a part of the oral fluid specimen in drug testing that is retained unopened for a confirmation test (if required) or in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or Substituted Specimen test result.
- z. "Substituted Specimen" means a specimen with laboratory values that are so diminished that they are not consistent with oral fluid and which shall be deemed a violation of this policy, and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS

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All employees shall be subject to post-Accident testing under this Agreement. All employees who perform Safety-Sensitive Functions, as defined in this Policy, shall be subject to reasonable suspicion testing. This policy shall not apply to employees who are required to be tested under the regulations of the United States Department of Transportation.

5. SUBSTANCES TO BE TESTED

a. The City shall test, at its own expense, for alcohol and/or the following drugs:

- (1.) Amphetamines
- (2.) Barbiturates
- (3.) Benzodiazepines
- (4.) Cocaine
- (5.) Methadone
- (6.) Opiates
- (7.) PCP
- (8.) THC (Cannabis)

b. Prescribed Drugs or Medications.

The City recognizes that Covered Employees may at times have to ingest prescribed drugs or medications. If a Covered Employee takes any drug or medication that a treating physician, pharmacist, or health care professional has informed the employee (orally or on the medication bottle) will interfere with job performance, including driving restrictions or restrictions on the use of Equipment, the employee is required to immediately notify the designated Department representative of those restrictions before performing the employee's job functions.

- (1) Upon receipt of a signed release from the Covered Employee's licensed healthcare provider, the department representative may consult with Covered Employee's healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available, or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination whether the employee may perform the employee's job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the City shall not restrict that employee from performing the employee's job functions.
- (2) If a Covered Employee is temporarily unable to perform the employee's job because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform a temporary modified duty assignment consistent with the employee's medical restrictions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This temporary modified duty reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or has not been cleared by a licensed healthcare provider to return to work without restrictions, the City may extend the temporary modified duty

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assignment for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is reasonably anticipated to be able to be able to return to work without restrictions after that thirty (30) day period. Employees who are unable to return to work under this provision shall be referred to the Department's human resources representative designated to engage with employees regarding possible reasonable accommodation under state and federal disability laws.

6. TESTING

I. Reasonable Suspicion Testing

- a. Reasonable suspicion to test a Covered Employee will exist when contemporaneous, articulable and specific observations concerning the symptoms or manifestations of impairment can be made. These observations shall be documented on the Reasonable Suspicion Report Form attached to this Appendix as Exhibit B. At least three (3) indicia of drug or alcohol impairment must exist, in two (2) separate categories, as listed on the Reasonable Suspicion Report Form. In the alternative, the employer representatives must confirm direct evidence of drug or alcohol impairment as listed on the Reasonable Suspicion Report Form.
- b. Any individual or employee may report another employee who may appear to that individual or employee to be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or drug use or impairment in the workplace, two (2) trained supervisory employer representatives will independently verify the basis for the suspicion and request testing in person. The first employer representative shall verify and document the employee's appearance and behavior and, if appropriate, recommend testing to the second employer representative. The second employer representative shall verify the contemporaneous basis for the suspicion. If reasonable suspicion to test a Covered Employee arises between 11:00 p.m. and 7:00 a.m., or at a location outside the geographic boundaries of the City and County of San Francisco (excluding San Francisco International Airport), and where a second trained supervisory employer representative cannot reasonably get to the location within thirty (30) minutes, then the second employer representative shall not be required to verify the basis for the suspicion in person, but instead shall verify by telephone or email. After completing the verification, and consulting with the first employer representative, the second employer representative has final authority to require that the Covered Employee be tested.
- c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that the employee will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that the employee will be tested.

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- d. Department representative(s) shall document the incident. If a Covered Employee Refuses to Submit to testing, then the City shall treat the refusal as a positive test, and shall take appropriate disciplinary action pursuant to the attached discipline matrix.

II. Post-Accident Testing

- a. The City may require a Covered Employee who caused, or may have caused, an Accident, based on information known at the time of the Accident, to submit to drug and/or alcohol testing.
- b. Following an Accident, all Covered Employees subject to testing shall remain readily available for testing. A Covered Employee may be deemed to have refused to submit to substance abuse testing if he or she fails to remain readily available, including failing to notify a supervisor (or designee) of the Accident location, or leaving the scene of the Accident prior to submitting to testing.
- c. Nothing in this section shall delay medical attention for the injured following an Accident or prohibit an employee from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident or to obtain necessary emergency medical care.
- d. If the City requires a Covered Employee to be tested post-Accident, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that the employee will be tested (a maximum of one hour) for the employee to obtain representation provided that the union representative meet the employee at the Accident site, work location or testing center as determined by the City. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that the employee will be tested.
- e. As soon as reasonably possible after the occurrence of an Accident, the supervisor or other City representative at the Accident scene shall make best efforts to contact the Department of Human Resources (DHR) or designee, and DHR or designee shall then make best efforts to telephone the union(s) first designated representative on file with DHR representing the Covered Employee(s) involved in the Accident. If the first designated representative does not answer, DHR or designee shall leave a voice mail message notifying the union of the Accident and telephone the union(s) second designated representative on file with DHR. For purposes of this paragraph, a designated representative shall be any union officer or employee whose telephone number is on file with DHR for the purpose of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for two designated representatives are on file with DHR.

7. TESTING PROCEDURES

I. Collection Site

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- a. If there is a trained Collector available on site, the City may conduct “on-site” tests (alcohol breathalyzer testing and oral fluid testing). If any of those tests are “Non-Negative,” a confirmation test will be performed. The on-site tests may enable the Covered Employee and the City to know immediately whether that employee has been cleared for work.
- b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.
 - (1.) A Covered Employee appearing at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until the employee has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as a “Refusal to Submit.”
- c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- d. Alcohol and drug testing procedures.
 - (1.) Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.
 - (2.) Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer’s recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.
 - (3.) The Covered Employee being tested must cooperate fully with the testing procedures.
 - (4.) A chain of possession form must be completed by the Collector, hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive

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or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

II. Laboratory

- a. Drug tests shall be conducted by laboratories licensed and approved by SAMSHA which comply with the American Occupational Medical Association (AOMA) ethical standards. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for drugs identified in this policy. The City shall bear the cost of all required testing unless otherwise specified herein.
- b. Tests for all controlled substances, except alcohol, shall be by oral fluid testing and shall consist of two procedures, a screen test and, if that is positive, a confirmation test.
- c. To be considered positive for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the confirmatory test.
- d. In the event of a positive test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the Covered Employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the Covered Employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the designated MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen.

III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.
- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform the employee of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or the employee's treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify

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all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.

- c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.
- d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
- e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).
- f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.
- g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

8. RESULTS

- a. Substance Abuse Prevention and Detection Threshold Levels.
For post-Accident or reasonable suspicion testing where the Covered Employee was operating a commercial motor vehicle, any test revealing a blood/alcohol level equal to or greater than 0.04 percent, or the established California State standard for commercial motor vehicle

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operations, shall be deemed positive. For all other post-Accident or reasonable suspicion testing, any test revealing a blood/alcohol level equal to, or greater than, 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, shall be deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed a positive test.

CONTROLLED SUBSTANCE *	SCREENING LEVEL	CONFIRMATION LEVEL
Amphetamines	50 ng/ml	5 ng/ml
Barbiturates	20 ng/ml	20 ng/ml
Benzodiazepines	1 ng/ml	0.5 ng/ml
Cocaine	5 ng/ml	8 ng/ml
Methadone	5 ng/ml	10 ng/ml
Opiates	10 ng/ml	10 ng/ml
PCP (Phencyclidine)	1 ng/ml	5 ng/ml
THC (Cannabis)	1 ng/ml	2 ng/ml
* All controlled substances including their metabolite components.		

- b. The City reserves the right to discipline in accordance with the chart set forth in Exhibit A for abuse of prescribed and over-the-counter drugs or medications, pursuant to the testing procedures described above, as determined by the MRO.

9. CONSEQUENCES OF POSITIVE TEST RESULTS

For post-Accident or reasonable suspicion, a Covered Employee shall be immediately removed from performing the employee's job or, in the alternative, may be temporarily reassigned to work that is not safety-sensitive if such work is available. The Covered Employee shall be subject to disciplinary action, and shall meet with the SAPC, as set forth in Exhibit A, and section 10 below, if the Covered Employee:

1. Is confirmed to have tested positive for alcohol or drugs;
 2. Refuses to Submit to testing; or
 3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.
- a. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' MOU, provided, however, that such a grievance must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
 - b. All proposed disciplinary actions imposed because of a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Subject to good cause, the City may impose discipline for conduct in addition to the discipline for a positive

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drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.

- c. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports and any other supporting documentation upon which the City is relying to support the proposed discipline.

10. RETURN TO DUTY

The SAPC will meet with a Covered Employee who has tested positive for alcohol and/or drugs. The SAPC will discuss what course of action may be appropriate, if any, and assistance from which the employee may benefit, if any, and will communicate a proposed return-to-work plan, if necessary, to the employee and department. The SAPC may recommend that the Covered Employee voluntarily enter into an appropriate rehabilitation program administered by the Covered Employee's health insurance carrier prior to returning to work. The Covered Employee may not return to work until the SAPC certifies that the employee has a negative test prior to returning to work. In the event that the SAPC does not schedule a return-to-work test before the Covered Employee's return-to-work date, the SAPC shall arrange for the Covered Employee to take a return-to-work test within three (3) working days of the Covered Employee notifying the SAPC in writing of a request to take a return-to-work test. If a Covered Employee fails a return-to-work test, the employee shall be placed on unpaid leave until testing negative but shall not be subject to any additional discipline due to a non-negative return-to-work test. The SAPC will provide a written release to the appropriate department or division certifying the employee's right to return to work.

11. TRAINING

The City or its designated vendor shall provide training on this policy to first-line, working supervisors and up to the Deputy Director level as needed. In addition, all Covered Employees shall be provided with a summary description of the SAPP notifying them of their right to union representation in the event that they are required to be tested.

12. ADOPTION PERIOD

This Policy shall go into effect on June 30, 2014.

13. JOINT CITY/UNION COMMITTEE

The parties agree to work cooperatively to ensure the success of this policy. As such, a Joint City/Union Committee shall be established with two (2) members from the City and two (2) members from each Union, except that no Union shall be required to participate. The Committee shall meet on an annual basis and, in addition, on an as-needed basis to address any implementation issues and review available data concerning the implementation of this policy.

14. SAVINGS CLAUSE

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Notwithstanding any existing substance abuse prevention programs, if any provision of an existing department policy, rule, regulation, or resolution is inconsistent with or in conflict with any provision of this policy, this policy shall take precedence. Should any part of this policy be determined contrary to law, such invalidation of that part of this policy will not invalidate the remaining parts. If operational barriers arise that make implementation of any part of this policy impossible or impracticable, such operational barriers will not invalidate the remaining parts of this policy. In the event of a determination that a part of the policy is contrary to law or if operational barriers arise, the parties agree, with the intent of the parties hereto, to immediately meet and negotiate new provision(s) in conformity with the requirements of the applicable law, or which will remove the operational barrier. Should the parties fail to agree on a resolution, the matter will be submitted to binding arbitration using the factors set forth in Charter section A8.409-4(d), and, as appropriate, Charter section 8A.104(n). Otherwise, this policy may only be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence within Three (3) Years
Post-Accident and Reasonable Suspicion	Suspension of no more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC); SAPC may Recommend Treatment; ¹ Return to Duty Test.	Will be subject to disciplinary action greater than a ten (10) working- day suspension, up to and including termination except where substantial mitigating circumstances exist.
Refusal to Test or Alteration of Specimen ("Substituted," "Adulterated" or "Diluted")	Suspension of no more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC); SAPC may Recommend Treatment; ¹ Return to Duty Test.	Will be subject to disciplinary action greater than a ten (10) working- day suspension up to and including termination except where substantial mitigating circumstances exist.

¹. Employee may use accrued but unused leave balances to attend a rehabilitation program.

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

This checklist is intended to assist a supervisor in referring a person for reasonable suspicion/cause drug and alcohol testing. The supervisor must identify at least three (3) contemporaneous indicia of impairment in two separate categories (e.g., Speech and Balance) in Section II, and fill out the Section III narrative. In the alternative, the supervisor must identify one of the direct evidence categories in Section I, and fill out the Section III narrative.

~Please print information~

Employee Name: _____

Department: _____; Division and Work Location: _____

Date and Time of Occurrence: _____; Incident Location: _____

Section I – Direct Evidence of Drug or Alcohol Impairment at Work

- ___ Smells of Alcohol
___ Smells of Marijuana
___ Observed Consuming/Ingesting Alcohol or Drugs at work.

Section II

Contemporaneous Event Indicating Possible Drug or Alcohol Impairment at Work:

(Check all that apply)

1. SPEECH:

- ___ Incoherent/Confused
___ Slurred

2. BALANCE:

- ___ Swaying
___ Staggering
___ Arms raised for balance
___ Reaching for support
___ Falling
___ Stumbling

3. AWARENESS:

- ___ Confused
___ Lack of Coordination
___ Sleepy/Stupor/ Excessive Yawning or Fatigue
___ An observable contemporaneous change in the Covered Employee’s behavior that strongly suggests drug or alcohol impairment at work. [Such observable change(s) must be described in Section III below.]
___ Paranoid
___ Cannot Control Machinery/Equipment

4. APPEARANCE:

- ___ Red Eyes
___ Constricted (small) Pupils
___ Dilated (large) Pupils
___ Frequent Sniffing

Section III – NARRATIVE DESCRIPTION

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(MUST be completed in conjunction with Section I and/or Section II)

~Please print information~

Describe contemporaneous and specific observations regarding the Covered Employee's symptoms or manifestations of impairment which may include: (a) any observable contemporaneous change in behavior suggesting drug or alcohol impairment; (b) any comments made by the employee; (c) specific signs of drug or alcohol use; (d) recent changes in behavior that have led up to your contemporaneous observations; and (e) the name and title of witnesses who have reported observations of drug or alcohol use. [Attach documentation, if any, supporting your reasonable suspicion determination]

Section IV

In addition to completing the narrative in Section III above:

- For Section I, you will need to identify at least one (1) contemporaneous observations (**direct evident/sign(s) that occurs that causes you to test today**) regarding the manifestations of impairment to initiate a test; or
- For Section II, you will need to identify at least three (3) contemporaneous observations, (**signs that occur that causes you to test today**), in two (2) separate categories, regarding the manifestations of impairment to initiate a test.

Make note of date and time of the incident. Obtain concurrence of second supervisor and record their signature as noted.

Conduct a brief meeting with the employee to explain why he or she must undergo reasonable suspicion drug and alcohol tests. Escort the employee to the collection site. DO NOT LET THEM DRIVE.

Print name of first on-site Supervisor Employee Representative _____

Signature _____ DATE: _____

Print name of second Supervisor Employer Representative _____

Signature _____ DATE: _____

APPENDIX E: UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

- 1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
- 2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information

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regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact

APPENDIX E

the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
 2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
 3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

APPENDIX E

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

APPENDIX E

ATTACHMENT A

Adult Probation	Department of Technology
Arts Commission	District Attorney's Office
Asian Art Museum	Ethics Commission
Airport Commission	Fine Arts Museum
Board of Appeals	Fire Department (Non-Sworn)
Board of Supervisors	General Services Agency
Office of Economic & Workforce Development	Health Service System
California Academy of Sciences	Human Rights Commission
Child Support Services	Juvenile Probation Department
Children, Youth and Their Families	Library
City Attorney's Office	Mayor's Office
City Planning Department	Office of the Assessor-Recorder
Civil Service Commission	Office of the Controller
Commission on the Status of Women	Office of the Treasurer/Tax Collector
Department of Building Inspection	Port of San Francisco
Department of Environment	Public Defender's Office
Department of Elections	Rent Arbitration Board
Department of Homelessness	SF Children and Families Commission
Department of Human Resources	SF Employees' Retirement System
Department of Police Accountability	War Memorial & Performing Arts

ATTACHMENT B

Airport	Municipal Transportation Agency
Department of Emergency Management	Public Utilities Commission
Department of Public Health	Recreation & Parks Department
San Francisco Public Works	Police Department (Non-Sworn)
Human Services Agency	

COLLECTIVE BARGAINING AGREEMENT
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 6
JULY 1, 2014 2019 - JUNE 30, 2019 2022

~~Revised per Amendment #1 to FY 2014-2017 MOU~~
~~Revised per Amendment #1 to FY 2014-2019 MOU~~

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ARTICLE I - REPRESENTATION

ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter Agreement) is entered into by the Director of Human Resources, for and on behalf of City and County of San Francisco, its Boards and Commissions, and on behalf of City Departments (hereinafter collectively "City") and Local Union No. 6, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Union"). This agreement shall be effective as of July 1, 2014 2019 upon approval by the Mayor, adoption by the Board of Supervisors and ratification of the membership of the Union.

I.A. RECOGNITION

2. The City recognizes International Brotherhood of Electrical Workers Local Union 6, AFL-CIO (IBEW 6) as the exclusive representative of all employees of the City and County of San Francisco assigned to Bargaining Unit 3 including:

1. 6248 - Electrical Inspector
2. 6249 - Senior Electrical Inspector
3. 6250 - Chief Electrical Inspector
4. 6252 - Line Inspector
5. 7229 - Transmission Line Supervisor I
6. 7238 - Electrician Supervisor I
7. 7244 - Power Plant Supervisor I
8. 7255 - Power House Electrician Supervisor I
9. 7256 - Electric Motor Repair Supervisor I
10. 7257 - Communication Line Supervisor I
11. 7273 - Communication Line Worker Supervisor II
12. 7275 - Telecommunications Technician Supervisor
13. 7276 - Electrician Supervisor II
14. 7279 - Powerhouse Electrician Supervisor II
15. 7285 - Transmission Line Worker Supervisor II
16. 7287 - Supervising Electronic Maintenance Technician
17. 7308 - Cable Splicer
18. 7318 - Electronic Maintenance Technician
19. 7319 - Electric Motor Repairer
20. 7329 - Electronics Maintenance Technician Assistant Supervisor
21. 7338 - Electrical Line Worker
22. 7345 - Electrician
23. 7350 - Transmission and Distribution Line Worker
24. 7390 - Welder
25. 7430 - Assistant Electronic Maintenance Technician
26. 7432 - Electrical Line Helper
27. 7480 - Power Generation Technician I
28. 7482 - Power Generation Technician II
29. 7484 - Senior Power Generation Technician
30. 7488 - Power Generation Supervisor
31. 7510 - Lighting Fixture Maintenance Worker
32. 9240 - Airport Electrician
33. 9241 - Airport Electrician Supervisor
34. 9242 - Head Airport Electrician
35. 9354 - Elevator and Crane Technician
36. 9358 - Crane Mechanic Supervisor

- b. and any and all employees assigned to new or different classifications hereafter who

ARTICLE I - REPRESENTATION

perform work within the scope of work covered by this Agreement or are accreted to bargaining Unit 3 pursuant to the procedures of the Employee Relations Ordinance.

3. The work covered by and subject to the terms and conditions of this Agreement shall be that work that upon execution of this Agreement is currently being assigned to employees in Bargaining Unit 3 in the classifications heretofore enumerated and/or claimed by IBEW Local 6.

I.B. INTENT

4. This Agreement shall, to the extent its terms address a subject within the scope of bargaining and arbitration pursuant to Charter Section A8.409 *et seq.* supersede and prevail over any contrary ordinance, resolution, rule, charter provision and/or regulation of any agency of the City and County of San Francisco, including the Office of the Mayor, the Board of Supervisors, City Departments and/or City and County Boards or Commissions.

I.C. NO WORK STOPPAGES

5. It is understood and agreed that during the term of this Agreement neither the Union nor any person covered hereunder shall engage in a strike, slowdown or work stoppage against the City and County of San Francisco, nor shall the Union or any person covered hereunder honor any picket line of any other group of City employees who are obliged under a contractual no strike provision or any provisions of the City Charter to refrain from strikes, slowdowns, or work stoppages against the City and County of San Francisco.

I.D. OBJECTIVE OF THE CITY

6. Administrative Code Section 16.215 is incorporated herein and made a part hereof as if set forth in its entirety.

I.E. MANAGEMENT RIGHTS

7. The City and County of San Francisco and its Departments retain all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Service rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include but are not limited to the power, duty and right to: direct the work of employees; hire, promote, demote, transfer, assign and retain employees; suspend or terminate employees for proper cause; relieve employees of duties because of lack of work or funds; establish performance standards and evaluate employees; determine and implement the methods, means, assignments, classifications and personnel by which its operations are to be conducted; and to initiate, prepare, modify and administer its budget. The City and its Departments have 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 paragraph do not conflict with any term or condition of this Agreement.

I.F. OFFICIAL REPRESENTATIVES, AND STEWARDS, AND UNION/CITY RELATIONS COMMITTEE

1. Official Representatives
8. The Union may select up to the number of employees as specified in the Employee Relations

ARTICLE I - REPRESENTATION

Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings and the City disagrees, the Union shall discuss the matter with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

9. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
10. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate Employer representative.
11. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

12. a. The Union shall have the right to appoint Stewards who shall be under the direction of the Business Manager of the Union where employees are employed under the terms of this Agreement. The Union shall provide the City with a written list of Stewards and their work locations, and shall notify the City of any changes in the designation of Stewards.
13. b. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.
14. c. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances.

3. Union/City Relations Committee

- 14a. Effective September 1, 2019, the parties shall establish a Union/City Relations Committee with two (2) members from the Union and two (2) members from the City. Additional members may be invited to a meeting on a case by case basis subject to mutual agreement of the parties.
- 14b. Upon request of the Union, the Committee shall meet once every three (3) months, unless otherwise mutually agreed upon, to address matters that the parties agree are of mutual concern and that arise during the course of this Agreement.

ARTICLE I - REPRESENTATION

I.G. AGENCY SHOP UNION SECURITY

1. Application

~~15. For the term of this Agreement, all current and future employees of the City subject to the terms and conditions of this Agreement, except set forth below, shall, as a condition of continued employment, become and remain a member of the Union or in lieu thereof, shall pay an agency fee to the Union. Such agency fee shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The agency fee payment shall be established annually by the Union, provided that such agency shop fee will be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.~~

2. Religious Exemptions

~~16. Any employee in a classification covered by this Agreement, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of membership and historical objections satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.~~

3. Payroll Deductions

~~17. a. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions for the Union. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.~~

~~18. b. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over the Union all sums withheld for membership or service fees.~~

~~19. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, and any special membership assessments, and through that system, may make changes as may be required from time to time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.~~

4. Service Fees

~~20. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.~~

ARTICLE I - REPRESENTATION

5. Employee Lists

- ~~21. a. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted.~~
- ~~b. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the City shall provide such list electronically. All reasonable costs associated with such request shall be paid to the City by the Union.~~
- ~~22. c. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.~~

6. Financial Reporting

- ~~23. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.~~

7. Indemnification

- ~~24. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.~~

8. New Hires

- ~~25. The City agrees to provide the Union with the names and classifications of newly hired employees on a quarterly basis. The City will provide such new employees with information regarding the Union and agency shop.~~

9. Data

- ~~26. The City will provide the Union the following data, for each employee in the covered classifications, on a quarterly basis within legal and reasonable administrative constraints.~~

- ~~1. Name;~~
- ~~2. Employee Number;~~
- ~~3. Department and Section;~~
- ~~4. Current Classification.~~

- ~~27. Upon written request **by the union, not more than once annually**, the City agrees to provide to the Union, **on an annual basis**, gender information by job classification **to the extent the City has such data and consistent with the City's de-identification policies.**~~

- ~~28. The City will provide such necessary documents for representation and bargaining purposes~~

ARTICLE I - REPRESENTATION

that could otherwise be obtained via the California Public Records Act.

1. Authorization for Payroll Deductions

- 15.a The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.G. 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.
- 15b. The City 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 City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
- 15c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.
- 15d. The City 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 Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
- 15e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
- 15f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.

ARTICLE I - REPRESENTATION

15g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and 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 City to change or cancel the deductions for one or more employees.

15h. 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 City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City 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.

2 Indemnification

15i. The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.G. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union; (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.G. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

I.H. GRIEVANCE PROCEDURE

29. Any disputes arising between the Union and the City involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein. Grievances must state the basis,

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section(s) violated and remedy sought, without prejudice to subsequent amendments.

30. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and shall be filed in writing with the appointing officer (step 3) within ~~fourteen (14) working~~ **twenty one (21) calendar** days of formal written notice to the Union of the **final notice of proposed** discipline or discharge.
31. Contract grievances not involving suspension or discharge, may be filed at either Step 1 or Step 2 as appropriate within thirty (30) ~~working~~ **calendar** days of the date of the events giving rise to the grievance, or within thirty (30) ~~working~~ **calendar** days of the date the City/Union should reasonably have knowledge of the events giving rise to the grievance.
32. Time limits contained herein are procedural in nature and may be mutually waived by the parties.

Procedural Steps

33. a. Step 1: An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step without the formal intervention of the Union or the Director of the Employee Relations Division (ERD) shall not impair the position of either the Union or the Director of ERD in any subsequent dispute between the City and the Union which advances beyond this step.
34. b. Step 2: Any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and moved to the designated management official within ~~fourteen (14) working~~ **twenty one (21) calendar** days. In the event that the Union and the designated management official are unable to resolve the dispute within ~~fourteen (14) working~~ **twenty one (21) calendar** days, either party may move the dispute to Step 3.
35. c. Step 3: All grievances involving disciplinary suspension or discharge and any contract grievance not satisfactorily resolved at Step 2 shall be moved in writing to the Appointing Officer for resolution within ~~fourteen (14) working~~ **twenty one (21) calendar** days. In the event that the dispute is not resolved at the Appointing Officer level within ~~fourteen (14) working~~ **twenty one (21) calendar** days either party may move the dispute to Step 4.
36. d. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the Employee Relations Director within ~~fourteen (14) working~~ **twenty one (21) calendar** days of receipt of the Appointing Officer's decision. **The Step 4 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.** The Employee Relations Director shall review the appeal and may issue a decision

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no later than ~~twenty (20) working~~ **thirty (30) calendar** days following the receipt of the appeal.

37. If the decision of the Employee Relations Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate. The Union must file a written appeal to arbitrate within ~~twenty (20) working~~ **thirty (30) calendar** days from receipt of the Step 4 response **by submitting a request for arbitration to the ERD Director. The ERD Director shall issue a letter referring the Union to the City Attorney's Office. The Union shall contact the City Attorney's Office by letter, copied to the Employee Relations Director, via US mail, within thirty (30) calendar days of the date of the ERD Director's letter referring the Union to the City Attorney's Office. If the Union fails to contact the City Attorney's Office within thirty (30) calendar days of that letter, the grievance is deemed withdrawn.**

Selection of the Arbitrator

38. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within ~~five (5) working~~ **seven (7) calendar** days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Service.
39. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within ~~twenty (20) working~~ **thirty (30) calendar** days. In the event the parties fail to agree, the arbitrator may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
40. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
41. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties. Costs of the parties' transcripts and representation shall be borne by each party.

Discipline/Discharge

42. a. Probationary Employees:
Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual as defined in Article II A – Non Discrimination, or on account of union activities.
43. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
44. b. Non-Probationary and Provisional Employees:
Any permanent employee covered by this Agreement who is non-probationary

ARTICLE I - REPRESENTATION

may be disciplined for just cause. Any provisional employee covered by this Agreement who has served the equivalent of a probationary period may be disciplined for just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand and/or employee evaluation may not be used to support a disciplinary action.

45. c. Union Representation
No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee, or any provisional employee who has served the equivalent of a probationary period, who requests the presence of a steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of ~~his/her~~ **the employee's** right to Union representation at such interview.
46. d. "Skelly" Rights
Any permanent non-probationary employee or any provisional employee who has served the equivalent of a probationary period subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:
47. (1) Notice of the proposed action;
48. (2) The reasons for the proposed action; and
49. (3) A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
50. (4) No discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least ~~seven (7) work~~ **nine (9) calendar** days in advance of the date such discipline is to take effect.

Expedited Arbitration

51. By mutual agreement, the parties may utilize the following procedures:
52. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors may be resolved through an expedited arbitration process.
53. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove **the**

ARTICLE I - REPRESENTATION

arbitrator ~~him/her~~ or for twelve months, whichever comes first. A standing expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

54. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
55. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

Termination Appeals

56. By mutual agreement, the parties may utilize the following procedures: Termination appeals will be filed directly at Step Four (Employee Relations Division). The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal to arbitration. The parties may mutually agree to use the expedited arbitration process noted immediately above in lieu of regular arbitration.
57. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all terminations. In the absence of an agreed-upon arbitrator, the arbitrator will be selected in the manner prescribed in paragraph 38.

I.I. SENIORITY

58. The parties agree that there shall be two types of seniority recognized for departmental operating purposes:
59. 1. City Seniority: the date of commencement of continuous city service.
60. 2. Classification Seniority: the date of certification from a Department of Human Resources eligible list to a permanent position. Temporary seniority shall not be considered.
61. In the event that two or more employee's seniority begins on the same date, seniority shall be determined in accordance with Civil Service Rule 121.2.
62. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.
63. As such seniority lists relate to those bids contained within the Departmental MOU, any modification must be by mutual agreement and in writing.

I.J. BULLETIN BOARDS AND UNION ACCESS

- ~~64. Reasonable space as may be mutually agreed between the parties shall be allowed on bulletin boards for use by the Union to communicate with employees. The parties further agree that all posted materials shall identify the author, be neatly displayed and shall be~~

ARTICLE I - REPRESENTATION

removed when no longer timely.

64a. The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by the Union, and neatly displayed, and removed from the bulletin board by the Union when no longer deemed timely. Except as stated below, the City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain. The Union shall not post literature that violates City policies prohibiting discrimination, harassment, retaliation, or mistreatment of persons, or that would constitute campaigning on behalf of or against a ballot measure or candidate for political office. The Department may remove any such literature and shall notify the Union of its removal.

~~65. The Business Representatives of the Union shall have reasonable access to the jobsite during working hours for the purpose of conferring with members of the Union regarding the manner in which compliance with the terms of the Agreement are being met. The Union agrees that such contact will in no way interfere with the work of the Department.~~

Union Access

65a. The City shall provide the Union reasonable access to all work locations during work hours to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.

65b. The Union agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees. The Union agrees not to engage in campaigning for or against an individual running for public elected office or ballot measures in work locations.

65c. Union representatives may use City meeting space with a reasonable amount of advance notice and approval from the City agency or department, subject to availability. Such requests shall not unreasonably be denied.

65d. The City may require a department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees. Union representatives shall identify themselves before entering such work areas.

I.K. POSTING OF VACANCIES

66. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than ten (10) calendar days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall be in standard announcement format. The posting of notices or

ARTICLE I - REPRESENTATION

announcements shall be subject to the grievance procedure. The appointment to the announced position shall not be subject to the grievance procedure.

ARTICLE II – EMPLOYMENT CONDITIONS

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II.A. NON DISCRIMINATION

~~67. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or non membership, nor shall a person be subject to sexual harassment.~~

~~68. Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Act of 1866.~~

~~69. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints or sexual harassment outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.~~

67a. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that **discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.**

67b. Neither the City nor the Union shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act. Neither the City nor the Union shall discriminate against an employee covered by this Agreement due to the employee's Union membership or non-membership, or Union activity.

67c. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than

ARTICLE II – EMPLOYMENT CONDITIONS

one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.

II.B. PERSONNEL FILES

70. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.
71. Each employee shall have the right to review the contents of her/his **the employee's** file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.
72. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
73. Material relating to ~~disciplinary actions~~ **discipline** in the employee's personnel file which have been in the file for more than two (2) years of actual work, shall be sealed (i.e. shall remain confidential) to the maximum extent legally permissible from the date of the supervisor's written recommendation of discipline, shall not be used for disciplinary purposes provided the employee has no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for the purpose of assisting the City in defending itself in legal or administrative proceedings. Performance evaluations are excluded from this provision.
74. The above provision shall **not apply to any discipline resulting from a written determination by the City Equal Employment Opportunity Office that the Employee has violated City EEO policies and shall also** 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. In such cases, an employee's request for non-consideration may be considered on a case-by-case basis.
75. With the approval of her/his **the employee's** supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

ARTICLE II – EMPLOYMENT CONDITIONS

II.C. PROBATIONARY PERIOD

76. The probationary period, as defined and administered by the Civil Service Commission (“Probationary Period”) shall be as set forth herein:

2,080 regularly scheduled hours worked, including legal holiday pay (LHP) hours for all new hires;

1,040 regularly scheduled hours worked, including legal holiday pay (LHP) hours for a promotive appointment; and

520 regularly scheduled hours worked, including legal holiday pay (LHP) hours for all other job changes that require serving a new probationary period, including but not limited to transfers and bumping. If the employee is returned to duty in the same department from which he/she the employee was laid off, he/she the employee shall serve the remainder of any probationary period.

~~77. The Appointing Officer and the Union may extend the duration of the probationary period by mutual consent.~~

77a. A probationary period may be extended for up to 1040 hours by mutual agreement, in writing, between the Union and the Appointing Officer. The City shall make reasonable efforts to give notice to the Union at least two weeks prior to the time that it seeks to extend an employee’s probationary period.

[For information purposes only – Civil Service Rule 117 sets forth the terms regarding extension of a probationary period to obtain a license or certificate. The Civil Service rules can be found on the San Francisco Civil Service Commission website.]

II.D. TRAVEL REIMBURSEMENT

1. Travel Expense

78. a. No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 pursuant to paragraph 74 of the parties’ 2010-2012 Agreement shall receive a one-time lump sum payment equal to the amount of Travel Expense pay that they received in Fiscal Year 2011-2012.

2. Use of Private Automobile on City Business

79. a. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.

ARTICLE II – EMPLOYMENT CONDITIONS

80. b. Employees using their own vehicle for City business at the request of the employer or the employer’s representative shall be reimbursed for mileage at the rate allowed by the IRS and for all necessary parking and toll expenses.
81. c. The City agrees to appropriate sufficient funds to the Assessor’s Office, the Department of Public Works and the Treasurer’s Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for City business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.
82. d. Employees in the following classes only shall receive an auto allowance of \$40.00 per month and shall receive the mileage allowance in accordance with the IRS allowance:
- 6248 Electrical Inspector
6249 Senior Electrical Inspector
6250 Chief Electrical Inspector
83. e. Employees regularly assigned to work locations outside of the City and County of San Francisco who are required to transport themselves to a location more than 30 minutes travel time from their regularly assigned location, shall not be required to travel on their own time as to that portion of the trip which exceeds 30 minutes.

II.E. SUBSISTENCE PAY

84. Employees shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.32, seven (7) days a week, for room and board for such period as the employee is required to live away from the employee's place of residence. Such maintenance shall not be considered as wages and shall be paid by separate check.

II.F. COMPLIANCE WITH CODES

85. All work performed by employees covered by this Agreement shall conform to all applicable codes.

II.G. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

86. When a certificate, license or registration is required by the City or the State as a condition of employment, the City shall reimburse the employee for the fee for the renewal of such certificate, registration or license. This provision shall not apply to a class “C” driver’s license.

II.H. FINGERPRINTING

87. The City shall bear the full cost of fingerprinting whenever such is required of the employee.

ARTICLE II – EMPLOYMENT CONDITIONS

II.I WORKFORCE REDUCTION

1. Obligation to Meet & Confer on Employee Workloads

88. The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation.
89. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads, in the event the Union alleges that the reduction in force will result in unsafe or unhealthful working conditions.
90. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relation Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

91. 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 but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to “as needed,” or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

3. Layoff Procedures

92. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that affected the layoff in question prior to City-wide bumping.

II.J. SUBCONTRACTING

1. "Prop J." Contracts

93. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service, and authorization of the Board of Supervisors is necessary in order to enter into said contract.
94. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
95. c. Prior to any final action being taken by the city to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:

(1) possible alternatives to contracting or subcontracting;

ARTICLE II – EMPLOYMENT CONDITIONS

- (2) questions regarding current and intended levels of service;
- (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
- (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- (5) questions relating to the effect on individual worker productivity by providing labor saving devices.

96. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

97. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
98. b. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.
99. c. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

3. Job Order Contract Notification Requirements

100. a. At the time the City issues an invitation for a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
101. b. Twenty days prior to the time the City issues a Task Order/Work Order funded by a Construction/Maintenance or Job Order Contract, the City shall notify the affected Union and also notify the San Francisco Building Trades Council of any such task order/work order.
102. c. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract and/or task order/work order, the employee organization must make its request to the appropriate department within ten calendar days after the receipt of the department's notice. The parties shall meet

ARTICLE II – EMPLOYMENT CONDITIONS

and discuss, within ten calendar days of receipt of request to meet and discuss, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

103. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting out decision(s) are present at the meeting(s) referenced in paragraph c.
104. e. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

ARTICLE III – PAY, HOURS AND BENEFITS

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

- 105. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.
- 106. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Unit-Wide Base Wage Increases

- 107. All members of the bargaining unit shall receive the following base wage increases:

Effective October 11, 2014: _____ 3%

Effective October 10, 2015 _____ 3.25%

~~Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI U, but no less than 2% and no greater than 3%, plus 0.25%.~~

~~In calculating CPI U, the Controller’s Office shall use the Consumer Price Index – All Urban Consumers (CPI U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.~~

~~Effective July 1, 2017, represented employees will receive a base wage increase of 3%.~~

~~Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor’s Budget Director and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.~~

107a. Effective July 1, 2019: 3.0 %

107b. Effective December 28, 2019: 1.0 %

107c. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due

ARTICLE III – PAY, HOURS AND BENEFITS

on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

107d. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

107e. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.

107f. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

Internal Adjustments

108. Effective July 1, 2015, the following classification shall receive the specified internal adjustments:

~~7338 Electrical Line Worker: 3.4 % wage increase~~

108a. Effective July 1, 2019, employees in classes 9240 Airport Electrician, 9241 Airport Electrician Supervisor, and 9242 Head Airport Electrician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

109b. Effective December 28, 2019, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional one and seventy hundredths percent (1.7%) to their base wage.

108c. Effective July 1, 2021, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional one and seventy hundredths percent (1.7%) to their base wage.

108d. Effective December 28, 2019, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

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108e. Effective July 1, 2021, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

108f. Effective close of business June 30, 2022, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

III.B. MAINTENANCE AND CHARGES

109. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on time rolls and payrolls in accordance with a schedule of maintenance charges fixed and determined in the Annual Salary Ordinance.

III.C. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

110. Unless otherwise provided in this Agreement, a “normal work day” is a tour of duty of eight (8) hours completed within not more than nine (9) hours. The normal work week for employees covered by this agreement is 40 hours.

111. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties. The parties agree to the process outlined in Appendix B-3, paragraph 4 to resolve work schedule issues. Dates referenced in Appendix B-3 shall not apply to anything other than Appendix B-3.

2. FLEX-TIME SCHEDULES

112. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights ~~he or she~~ **the employee** may have on the same subject.

3. ALTERNATE WORK SCHEDULES

113. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full-time work weeks of less than five (5) days, work days of less

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than eight (8) hours, or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

4. PART-TIME WORK SCHEDULE

114. A part-time work schedule is a tour of duty of less than forty hours per week.

5. EXCEPTIONS

115. a. The 20-20 Educational Program.
116. b. Specially funded training programs approved by the Department of Human Resources.
117. c. Educational and Training Courses. Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
118. d. Work schedule – Remote Locations. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedule” for such operations.
119. e. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
120. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
121. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
122. f. Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced

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in accordance with such reduced work week.

123. g. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
124. (1) General Provisions: Upon receipt of a projected deficit notice from the Controller, 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.
125. The appointing officer shall have full discretion to approve or deny requests for voluntary 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 time off in excess of ten (10) working days are denied.
126. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
127. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
128. (b) Employees granted voluntary unpaid time off 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.
129. (3) Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedule

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

2. Part-Time Work Schedules

131. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.E. ADDITIONAL COMPENSATION

1. NIGHT DUTY DIFFERENTIAL

132. Shift pay of 8.5% 9% shall be paid for the entire shift, provided at least four (4) hours of

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the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.).

133. Shift pay of 40% 11% shall be paid for the entire shift, provided at least four (4) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m.

2. STANDBY PAY

134. a. Employees (except those working at the Public Utilities Commission) who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic communication device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
135. b. Employees of the Public Utilities Commission ("PUC") who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available on call for immediate emergency service to perform their regular duties, shall be paid twenty (20%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties which are primarily administrative in nature.

3. CALL BACK PAY

136. Employees (except those employees residing at remote locations in city-supplied housing, or who are otherwise being compensated) who are called back to their work locations following the completion of the employee's his/her work day and departure from the employee's his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

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4. AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY

137. Eligible employees at the San Francisco Airport who are assigned by the appointing officer or designee to be on a rotational pager assignment, shall be paid ~~\$30.00~~ **\$50.00** per day when performing such assignment. In addition, if applicable, response to a page by phone or response to an inquiry by phone, whether the employee is on pager assignment or not, shall be paid at a minimum of one quarter hour worked or actual time spent, whichever is greater.
138. An employee who is required to return to work shall be granted a minimum of four (4) hours compensation at the applicable overtime rate.
139. Rotational pager assignment may not be required of an employee during an employee's vacation and/or the continuous days off before/after any vacation.

5. LEAD ELECTRICIAN PREMIUM

140. Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$10.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order material or to take the lead on any job when at least two employees in the same classification are working together and one acts as the lead.

7308 Cable Splicer
7318 Electronic Maintenance Technician
7319 Electric Motor Repairer
7338 Electrical Line Worker
7345 Electrician
7350 Transmission and Distribution Line Worker
7363 Powerhouse Electrician
9240 Airport Electrician
9354 Elevator and Crane Technician

141. Employees are not eligible to receive both Lead Electrician Premium and Acting Assignment Pay.

6. OFFICE OF STATEWIDE HEALTH AND PLANNING (OSHPD) PREMIUM

142. Represented inspectors who are OSHPD certified shall receive a premium of \$8.00 per hour for each hour that they are assigned and are actually performing an OSHPD inspection for a hospital, medical clinic or City/County Jail construction.

7. CERTIFICATION PREMIUM

143. Any represented inspectors who hold a certification in the following categories shall be granted additional premium pay above the base rate per hour for each such certification as follows. The combined total of the premiums shall not exceed ~~5%~~ **5.5%**. These premiums will be paid only when the certifications are current.

General Building Official 4%

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Electrical Plan Review	2%
Electrical Inspection Certification by IAEE and/or ICC	2% <u>2.5%</u>
Mechanical Inspector	2%
Residential Energy Code Specialist	1%

8. CORRECTIONAL FACILITY PREMIUM

144. A premium of \$1.50 per hour will be paid to Class 7345 and related classes working in a secured and restricted areas of the correctional facilities listed below:

- a. County Jail #3 in San Bruno
- b. Youth Guidance Center:
 - 1. 375 Woodside, San Francisco and
 - 2. Log Cabin Ranch in La Honda
- c. Hall of Justice in San Francisco
- d. San Francisco General Hospital
- e. County Jail #7
- f. County Jail #8

145. This premium shall not be added to the employee’s base rate of pay for the purpose of calculating overtime. The premium applies only to actual hours worked in restricted/secured areas.

9. HEIGHT PREMIUM

146. Any employee required to work from trusses, towers, swinging scaffolds, bos’n chairs, cranes and crane rigging (other than Class 9354), temporary staging or unguarded structures at a height of thirty (30) feet or more from the ground, water or supporting structure, shall receive \$2.00 per hour over the regular rate of pay for hours so worked. This premium pay shall also apply to employees working under piers and working out of boats or barges.

10. ACTING ASSIGNMENT PAY

147. a. Employees assigned in writing by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if the employee is assigned to perform the duties of a higher classification for ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

148. An employee who believes he/she the employee is performing a substantial portion of the duties and responsibilities of a higher classification shall be entitled to file a claim for out-of-class pay with the department head. Denials for acting assignment pay shall be subject to the grievance procedure.

149. b. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee’s base salary but which does not exceed

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the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

150. c. Requests for classification or reclassification review shall not be governed by this provision.

11. SUPERVISORY DIFFERENTIAL ADJUSTMENT

151. The Department of Human Resources is authorized to adjust the compensation of a supervisory employee if:

152. a. the supervisor, as part of the regular responsibilities of the supervisor's his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;

153. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;

154. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;

155. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and

156. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.

157. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:

158. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.

159. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.

160. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

161. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.

162. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

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12. WASTE WATER TREATMENT FACILITY PREMIUM

163. Employees who are assigned to work at a Waste Water Treatment Facility shall receive \$4.00 a day for each actual day worked at the facility.

13. UNDERWATER DIVING PAY

164. Employees shall be paid ~~\$12.00~~ **\$14.00** per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. Such assignments will be for an eight (8) hour minimum.

14. EPOXY PREMIUM

165. An epoxy premium of \$1.00 per hour will be authorized for those hours actually spent in the application of epoxy, primer and/or glue.

15. BILINGUAL PAY

- ~~166. Employees in classifications 6248 Electrical Inspector, 6249 Senior Electrical Inspector and 6250 Chief Electrical Inspector who translate or interpret as part of their work shall have their positions designated as “bilingual.” Employees who are assigned to a “designated bilingual position” for a minimum of ten (10) hours within a biweekly period shall be granted additional compensation of thirty five dollars (\$35.00) biweekly. A “designated bilingual position” is a position designated by the department that requires translating to and from a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.~~

166a. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, “bilingual” means the ability to interpret and/or translate non-English languages, which may include sign language for the hearing impaired and Braille for the visually impaired, and “certified” means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.

166.b Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

III.F. OVERTIME COMPENSATION

167. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or ~~his/her~~ **the officer’s** designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if

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applicable.

168. Employees working in classifications that are designated in Article II of this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
169. **Employees shall not be eligible to sign up for** ~~There shall be no eligibility for an overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.~~ **However, even if the employee is not eligible to sign up for overtime assignment, the appointing officer or designee may assign the employee for overtime and compensate at the overtime rate.**
170. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computing a work week for overtime purposes.
171. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. The provisions of this paragraph do not apply to mandatory emergency overtime, which is to be compensated at the rate of time and one half.
172. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
173. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half pursuant to the provisions herein.
174. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
175. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off ("**CTO**"). Compensatory time shall be earned

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at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

175.a Employees in non-“Z” designated job classifications may not earn more than two hundred (200) hours of compensatory time in a fiscal year.

175.b A non-“Z” classified employee who is appointed to a position in another department shall have the employee’s entire CTO balance paid out at the rate of the underlying classification prior to appointment.

175.c A non-“Z” classified employee who is appointed to a position in a higher, non-“Z” designated classification or who is appointed to a position in a “Z” designated classification shall have the employee’s entire CTO balance paid out at the rate of the lower classification prior to promotion.

175d. Subject to availability of funds, a non-“Z” classified employee, upon the employee’s request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer.

1. OVERTIME & SHIFT PRACTICES

176. The parties agree that, except as specifically referenced herein for all departments all current shift and overtime practices shall remain in effect for the duration of the Agreement unless changed by mutual agreement by the Union and the affected department.

2. RECORDATION OF OVERTIME

177. All overtime worked which is authorized by the appointing officer shall be recorded on separate timerolls.

178. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.

179. When improved methods of payroll processing are implemented and with the approval of the Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls.

III.G. HOLIDAYS AND HOLIDAY PAY

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

January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s Birthday)
the third Monday in February (President's Day)
the last Monday in May (Memorial Day)

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July 4 (Independence Day)
the first Monday in September (Labor Day)
the second Monday in October (Columbus Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

181. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
182. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

1. HOLIDAYS THAT FALL ON A SATURDAY

183. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her **the department head's** jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Administrative Code Section 16.4. Those employees who work on a Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

2. HOLIDAY COMPENSATION FOR TIME WORKED

184. Employees required by their respective appointing officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e. 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked. At the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
185. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

3. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

186. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of

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their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work, shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

187. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, ~~he/she~~ **the employee** shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

4. HOLIDAY PAY FOR EMPLOYEES LAID OFF

188. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

189. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time-and-one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

190. a. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
191. b. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
192. c. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

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7. FLOATING HOLIDAYS

193. Covered employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee may carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee’s total floating holiday balance at any time shall not exceed ten (10) floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken.

8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

194. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment may, at the sole discretion of the appointing authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

III.H. TIME OFF FOR VOTING

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

III.I. VOLUNTEER/PARENTAL RELEASE TIME

196. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
197. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

III.I.A REST PERIOD BETWEEN SHIFTS

- 197a. If an employee is called back to work or held over at work, and the employee’s next regularly scheduled shift begins within eight (8) hours of the end of the callback or holdover assignment, then the employee has the option to not work until the employee has eight (8) consecutive hours of rest time.**

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197b. If an employee chooses to return to work at the beginning of the employee's next regularly scheduled shift, all hours worked within the eight (8) hour rest period shall be paid at the rate of time and one-half (1-1/2). The employee shall notify the supervisor of the employee's election before the next regularly scheduled shift begins.

197c. Notwithstanding paragraph 197a, an employee may be required to return to work within the eight (8) hour rest period when a natural disaster or other emergency occurs and the City determines the employee's attendance at work is necessary. If an employee is called back to work for an emergency, hours the employee is required to work within the eight (8) hour rest period shall be paid at the rate of time and one-half (1-1/2). In such situations, employees will be entitled to an eight (8) hour rest period after the end of the emergency call back assignment.

III.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS

198. Appointments to positions in the City and County Service shall be at the entrance rate established for the position except as otherwise provided herein.

1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

199. An employee following completion of six months of continuous service who is appointed to a position in a higher classification deemed to be promotive by the Department of Human Resources shall have ~~his/her~~ the employee's salary adjusted to that step in the promotive class as follows:

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

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

202. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.

2. NON-PROMOTIVE APPOINTMENT

203. An employee following completion of six months of continuous service who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the

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salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. APPOINTMENT ABOVE ENTRANCE RATE

204. Subject to the Controller's certification of available funds and procedures to be established by DHR, appointments may be made by an Appointing Officer at any step in the compensation grade under any of the following conditions:

1. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in the appointee's former classification.
2. Loss of compensation would result if appointee accepts position at the normal step.
3. A severe, easily demonstrated and documented recruiting and retention problem exists.
4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

4. REAPPOINTMENT WITHIN SIX MONTHS

205. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

a. Transfer

206. An employee transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at ~~his/her~~ the employee's current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

b. Reemployment in Same Class Following Layoff

207. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

c. Reemployment in an Intermediate Class

208. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position

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from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

d. Reemployment in a Formerly Held Class

209. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.K. METHODS OF CALCULATION

BI-WEEKLY

210. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for ~~his/hers~~ **the employee's** position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

PER DIEM OR HOURLY

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

III.L. SENIORITY INCREMENTS

1. ENTRY AT THE FIRST STEP

212. Full-time employees entering at the first step shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

213. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive step.
214. Appendix C contains the list of represented classifications appointed at the Fifth (5th) Step. Class 7318 Electronic Maintenance Technician ~~may~~ **must** be appointed at ~~the Third Step~~ **3 or higher.**

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3. DATE INCREMENT DUE

215. Increments shall accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.

4. EXCEPTIONS

216. a. An employee shall not receive a salary adjustment based upon service as herein provided if ~~he/she~~ **the employee** has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since ~~his/her~~ **the employee's** previous increment equals or exceeds the service required for the increment, and such increment date shall be ~~his/her~~ **the employee's** new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

217. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:

218. (1) An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hour's equivalent to one year or six months, whichever is applicable.

219. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

220. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:

221. (a) An employee who during that portion of ~~his/her~~ **the employee's** anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.

222. (b) An employee who during that portion of ~~his/her~~ **the employee's** anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment

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will be credited with actual paid service.

223. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in the employee's his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her the employee's permanent position.
224. (5) Satisfactory Performance
Notwithstanding the above paragraphs, an employee's scheduled step increase may be denied if the Appointing Officer or designee determines that the employee's performance has been unsatisfactory. In the absence of a recommendation to deny a step increase, an employee shall receive ~~his or her~~ the employee's scheduled step increase. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice prior to the employee's salary anniversary date of any intent to withhold a step increase and the basis for such withholding. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of ~~his/her~~ the officer's intent to withhold a step increase at that time.
225. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s), and any facts underlying the performance evaluation(s) or other relevant information, may be used as evidence by either party in an expedited grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
226. If an employee's step increase is withheld, that employee shall be eligible for a step increase upon ~~his/her~~ the employee's next anniversary (increment) due date, provided, however, that, at any time before that date, the Appointing Officer, in ~~his or her~~ the appointing officer's sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed. An employee's anniversary date shall be unaffected by this provision.
227. Withholding of step advancement shall not affect an employee's wage increases as provided for in Article III.A. Wages.

III.M. SICK LEAVE WITH PAY LIMITATION

228. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be

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supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

229. Pursuant to Civil Service Rule 120.24, an employee returning from disability leave as defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

III.N. STATE DISABILITY INSURANCE (“SDI”)

230. Employees covered by this Agreement shall be enrolled in the State Disability Insurance (“SDI”) program.
231. The payment of sick leave pursuant to Rule 120 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her the employee’s accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

III.O. WORKERS COMPENSATION

232. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee’s paid leave credits including vacation, sick leave balance, or other paid leave as available.

III.P. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE

233. Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. Subsequent City contributions will be set pursuant to the Charter.

2. DEPENDENT HEALTH CARE PICK-UP

234. From July 1, 2014 to December 31, 2014, the City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

3. MEDICALLY SINGLE EMPLOYEES

235. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the “medically single employee” (Employee Only)

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premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.

236. Effective January 1, 2014 through December 31, 2014, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.
237. If an employee's work location reasonably requires ~~him or her~~ the employee to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

Health Coverage Effective January 1, 2015

238. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

Employee Only:

239. a. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

Employee Plus One:

240. b. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

Employee Plus Two or More:

241. c. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

Contribution Cap

ARTICLE III – PAY, HOURS AND BENEFITS

242. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

Average Contribution Amount

243. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

Medically Single Employees Outside of Health Coverage Areas

244. The provisions in paragraph 239 above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such "medically single employees" (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

4. DENTAL COVERAGE

245. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
246. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
247. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

248. As set forth in Administrative Code Section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave,

ARTICLE III – PAY, HOURS AND BENEFITS

approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

249. 6. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND

The City will continue to pay a stipend to eligible employees pursuant to the Annual Salary Ordinance Section 2.1.

III.Q. RETIREMENT

250. Represented employees agree to pay their own employee retirement contribution. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.

251. Any City pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

252. 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 or the impasse procedures of Charter Section A8.409.

PRE-RETIREMENT SEMINAR

253. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

254. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

III.R. LONG TERM DISABILITY INSURANCE

257. The City shall provide to represented employees with six months continuous service a Long Term Disability (LTD) benefit that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

ARTICLE III – PAY, HOURS AND BENEFITS

III.S. JURY DUTY

258. 1. An employee shall be ~~excused from work~~ **provided leave with pay** on a work day on which she/he **the employee** performs jury service, providing she/he **the employee** gives prior notification to her/his **the** supervisor.
259. 2. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he **the employee** gives prior notification to her/his **the** supervisor.
- ~~260. 3. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.~~

260a. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.

III.T. FAIR LABOR STANDARDS ACT

261. To the extent that 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 agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

III.U. VACATION

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

III.V. ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE

263. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES

ARTICLE IV -TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

264. Represented employees shall be on paid status when assigned to attend required educational programs.
265. Subject to the following conditions, the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours:
266. All training/course work must be approved in advance, in writing by management;
267. Requested training/course work must be beneficial to needs of the department and the performance of duties consistent with the employee's current classification;
268. Prior to reimbursement the employee must provide proof of successful completion of the training/course, and;
269. Departments reserve the right to request employees demonstrate proficiency in training/course material within thirty (30) days of completing the training/course.

IV.B. TUITION AND TRAINING REIMBURSEMENT FUND

270. The City to allocate ~~\$5,000.00~~ **eight thousand dollars (\$8,000)** to a Tuition and Training Reimbursement Fund for each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement. Employees in said classifications may not receive more than ~~five hundred~~ **one thousand** dollars (~~\$500~~) **(\$1,000)** each per fiscal year from this special allocation. The provisions of the Reimbursement Fund are attached as Appendix to this agreement.
271. If any portion of the allocated funds under either section remain unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year not to exceed ~~\$7,500.00~~ **ten thousand dollars (\$10,000)** and available to be expended.

IV.C. RETRAINING AND EDUCATION CLASSES

272. When the Appointing Officer of a particular classification represented by the Union requires an employee to attend retraining classes or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits.

ARTICLE V – WORKING CONDITIONS

ARTICLE V - WORKING CONDITIONS

V.A. PROTECTIVE CLOTHING

273. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge.

V.B. WORK CLOTHING

274. The City agrees to continue the current practice of providing protective work clothing to employees in classifications, 7319 Electric Motor Repairer, 7430 Assistant Electronic Maintenance Technician, 7432 Electrical Line Helper, 7308 Cable Splicer, 7338 Electrical Line Worker, **7257 Communications Line Supervisor I**, 7229 Transmission Line Supervisor I, 9240 Airport Electrician, 9354 Elevator and Crane Technician, 7345 Electrician, 7318 Electronic Maintenance Technician, 7390 Welder, 7510 Lighting Fixture Maintenance Worker, 6248 Electrical Inspector, 6249 Senior Electrical Inspector, 7238 Electrician Supervisor I, 7329 Electronics Maintenance Technician Assistant Supervisor, and 7350 Transmission and Distribution Line Worker.

275. Employees in the above mentioned classes will be provided five (5) sets of coveralls, shop coats or other protective clothing as agreed upon by the individual department and the Union. A lesser number of sets of protective work clothing may be mutually agreed upon for specific classifications by the Union and individual departments. The cost of the protective work clothing, laundry of the same, shall be paid by the City. Where the parties agree to provide reimbursement in lieu of providing protective work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash work clothing allowance which shall be no less than ~~\$125.00~~ **\$175.00** per year. In all cases where protective work clothing has been provided, the employee shall be required to wear such clothing during the performance of their duties.

276. When employees working in classifications covered by the terms of this MOU are performing their normal work duties in the rain, they shall be provided adequate foul weather gear.

277. The City agrees to provide safety shoes to represented employees every ~~eighteen (18)~~ **twelve (12)** months. **In all cases where safety footwear has been provided, the employee shall be required to wear such footwear during the performance of their duties.**

V.C. TOOL INSURANCE

278. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:

279. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

ARTICLE V – WORKING CONDITIONS

280. 2. The employee must demonstrate that the employee ~~he/she~~ has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
281. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of the employee's ~~his/her~~ tools to ~~his/her~~ the employee's appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
282. 4. The employee shall be responsible for using all reasonable means to preserve and protect ~~his/her~~ the employee's tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by ~~his/her~~ the employee's appointing officer.
283. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
284. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to ~~his/her~~ the employee's appointing officer, the local police department and the Union.
285. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
286. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of ~~his/her~~ the employee's return to report the loss.
287. 6. In case of damage due to fire, the requirements of this section shall be followed with the exception that verified reports need not be filed with the police.
288. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus ten dollars (\$10.00).
289. 8. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform the employee's ~~his/her~~ job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

V.D. HEALTH & SAFETY

ARTICLE V – WORKING CONDITIONS

290. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.
291. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.
292. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify ~~her/his~~ **the employee's** supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made ~~her/his~~ **a** determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.
293. If the safety officer determines that the complaint is valid, ~~her/his~~ **the officer's** determination, including recommendations regarding abatement procedures or employee reassignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
294. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.
295. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove **the Health and Safety expert** ~~him/her~~, or for twelve months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
296. After receipt of the appeal, the Appointing Officer will contact the Union within 3 working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
297. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
298. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

ARTICLE V – WORKING CONDITIONS

V.E. SAFETY EQUIPMENT

299. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
300. The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses may at the discretion of the Appointing Officer, be provided with prescription safety glasses.

V.F. SUBSTANCE ABUSE PREVENTION POLICY

301. Attached as Appendix D is the Substance Abuse Prevention Policy (SAPP). **The SAPP will come into effect after the City engages a vendor to provide oral fluid testing.** Also attached is a side letter related to the implementation of the SAPP. ~~If pursuant to the side letter the parties proceed to arbitration, then Arbitrator Robert Hirsch shall be retained by the parties for that arbitration proceeding.~~

V.G. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM

Employee Assistance Program Advisory Committee

302. The Employee Assistance Program Advisory Committee's purpose shall be to advise the Employee Assistance Program on matters concerning services provided by the program. This committee shall include participation by recognized employee organizations.

V.H. DIRECT DEPOSIT OF PAYMENTS

303. ~~Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a **The** Citywide “Paperless Pay” Policy. This policy will apply **applies** to all City employees **covered under this agreement.**, regardless of start date.~~
304. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees **who wish to receive a paper statement** shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, **on a one-time or ongoing basis.** ~~Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.~~
305. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall

ARTICLE V – WORKING CONDITIONS

maintain electronic pay advices and/or wage statements for at least seven (7) years.

306. Under the policy, all employees (~~regardless of start date~~) will have two options for receiving pay: direct deposit or **bank** pay card. Employees not signing up for either option will be defaulted into **bank** pay cards.
307. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
 2. Switch from the direct deposit option to the **bank** pay card option, or vice versa;
 3. Obtain a new **bank** pay card the first time the employee's **bank** pay card is lost, stolen or misplaced;
308. The City assures that the **bank** pay card shall be FDIC insured ~~insured~~ and that employees will not be charged for the **bank** pay card or for withdrawals made from the Bank providing the **bank** pay card. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or **bank** pay card.
- ~~309. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30 days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.~~
310. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
311. The parties mutually agree that employees may print out pay advices during work hours.

V.I. APPRENTICESHIP PROGRAM

312. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs including compensation and entry level salaries for apprentice positions. The specific provisions of the apprenticeship programs shall be subject to agreement between the CCSF, the Civil Service Commission (where appropriate), and the Union.
313. The following journey-level classes ("Apprenticeship Classes") shall be eligible for an apprenticeship program, subject to agreement:
- 7350: Transmission and Distribution Line Workers
 - 7338: Electrical Line Workers
 - 9240: Airport Electricians
314. The parties shall use all reasonable efforts to promptly implement mutually agreeable apprenticeship programs. The parties agree to conclude negotiations regarding the development of apprenticeship programs no later than ~~June 30, 2015~~ **December 31, 2020**.

ARTICLE V – WORKING CONDITIONS

314.a Any agreement setting forth the terms of the apprenticeship program will be included in a specific Appendix to this Agreement. Nothing in this Agreement shall be construed as committing the City to join any Union or affiliated entities trust fund.

314.b The parties fully support the objective of increasing the percentage of underrepresented groups in apprenticeship programs in City departments. The parties shall make reasonable efforts to ensure that the composition of candidates for City apprenticeship placements is consistent with this diversity objective.

ARTICLE VI – SCOPE

ARTICLE VI - SCOPE

315. The parties recognize that recodifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
316. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

VI.A. SAVINGS CLAUSE

317. 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. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

VI.B. REOPENER

318. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits.
319. Any agreements reached will be incorporated into the MOU by way of amendment of the MOU.

VI.C. ZIPPER CLAUSE

320. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties except as otherwise provided herein.
321. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

VI.D. DURATION OF AGREEMENT

322. This Agreement shall be effective July 1, 2014 2019, and shall remain in full force and effect through June 30, ~~2019~~ 2022, with no reopeners except as specifically provided herein.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2017~~9~~.

FOR THE CITY

FOR THE UNION

Micki Callahan Date
Human Resources Director

John J. Doherty Date
Business Manager, Financial Secretary

Carol Isen Date
Employee Relations Director

~~Kevin Hughes~~ **Osha Ashworth** Date
~~Assistant Business Manager~~ **Representative**

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

Katharine Hobin Porter Date
Chief Labor Attorney

APPENDIX A: EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

1. WHO MAY APPLY FOR REIMBURSEMENT

- A. Any employee holding regular appointment to a full-time, permanent position within the City service and who has served a minimum of one (1) year continuous permanent service in any class immediately prior to receipt of application, may apply for tuition reimbursement in accordance with the provisions of this rule and the provisions of the Administrative Code.
- B. In order to receive reimbursement, employees must complete the General Tuition Reimbursement Form and have it signed by their supervisor. Upon supervisory approval, employees must upload the PDF document into the Online Tuition Reimbursement System when submitting a Pre-Approval Request. Such application for reimbursement shall be made prior to the date of enrollment in the course, and if approved by Human Resources in the Online Tuition Reimbursement System, reimbursement shall be subject to successful completion of the course and availability of funds.

Should an employee not have access to the technology necessary for an on-line process, the General Tuition Reimbursement Form will be available through departmental human resource personnel, and the reimbursement process will be facilitated through this staff.

2. TRAINING FOR PROMOTION OR ADVANCEMENT

- A. An eligible employee may apply for reimbursement for a training course pertaining to the duties of a higher classification when such course is given outside of regular working hours by an accredited educational institution. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. Subject to the budgetary and fiscal provisions of the Charter, the employee shall be reimbursed one-half of the cost of tuition for said course if attendance has been approved in advance and funds have been appropriated and are available. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.
- B. No reimbursement shall be made if the employee is eligible to receive reimbursement for said tuition under a Federal or State Veterans' benefit program or from other public funds.

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

APPENDIX A

- A. An eligible employee may apply to the Department of Human Resources through the appointing officer for reimbursement in a training course given by an accredited educational institution during or outside working hours for the purpose of improving performance in the present classification.
- B. Accredited educational institutions shall be defined as institutions whose courses offered for credit are acceptable for regular examination given by the Department of Human Resources. The Department of Human Resources shall be the judge of whether such training meets the criteria of improving performance in the employee's present job, and whether the training can be provided through available in-service activities. Subject to the budgetary and fiscal provisions of the Charter, the employee shall be reimbursed for tuition, supplies, books, and other fees for such course if attendance has been approved in advance, and funds have been appropriated and are available. If attendance is during regular hours, it shall be considered a duty assignment for the purpose of payment of salary. The Department of Human Resources will verify that the employee has satisfactorily completed the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document from the accredited school certifying completion of the course shall be deemed evidence of satisfactory completion.

4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED

The Department of Human Resources or Human Resources Director shall be the judge of whether an educational institution is properly accredited for the purpose of this rule. The appointing officer shall consider the employee's record of performance in making recommendations.

APPENDIX B: PAST PRACTICES and DEPARTMENTAL WORKING CONDITIONS – IBEW LOCAL 6

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I. WORKWEEK AND HOURS

A. The normal work week for the following work assignment locations shall be forty (40) hours per week, Monday through Friday:

1. Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
2. Port of San Francisco
3. Department of Building Inspection
4. S.F. Airport, Building Maintenance (not airfield maintenance)
5. Department of Public Works
6. Public Utilities Commission Water Department
7. Public Utilities Commission Hetch-Hetchy Water and Power, except ~~the: Moccasin Power House and Early Intake~~ **(i) Primary Control Center currently located at Moccasin; and (ii) power generation and transmission facilities at Early Intake - Kirkwood Powerhouse (“Backup Control Center”), Holm Powerhouse, and the Early Intake switch yard (collectively “Early Intake”). In the event that the City decides to re-locate the Primary Control Center currently located in Moccasin, or the Backup Control Center currently located in the Kirkwood Powerhouse, the parties agree to meet and confer to conform this Agreement to the new control center location(s).**
8. Public Library
9. Recreation and Parks Department
10. Sheriff's Department
11. War Memorial
12. Laguna Honda
13. Public Utilities Commission Wastewater Enterprise

B. The normal work week for the following work assignment locations shall be forty (40) hours per week; five (5) consecutive 8 hour days within one (1) week:

1. San Francisco Airport, Airfield maintenance (all shifts)

APPENDIX B

C. Hetchy-Hetchy Moccasin Powerhouse Primary Control Center and Early Intake Powerhouses – Powerhouse Operators (classes 7480, 7482, 7484, and 7488)

1. Moccasin Powerhouse Primary Control Center Operators

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following two cycles; **however, individual employee assignments are subject to change due to operational needs.**

Moccasin Powerhouse Primary Control Center Schedule 1 Cycle: A thirty-five (35) day cycle of:

- a. Three (3) consecutive day shifts of 12 hours followed by seven (7) consecutive days off.
- b. Four (4) consecutive day shifts of 11 hours followed by three (3) consecutive days off.
- c. Four (4) consecutive night shifts of 12 hours followed by two (2) consecutive days off.
- d. Three (3) consecutive day shifts of 12 hours followed by one (1) day off.
- e. Three (3) consecutive night shifts of 12 hours followed by two (2) consecutive days off.
- f. One day shift of 12 hours.

All 11 and 12-hour day shifts begin at 6:00 a.m. All 12-hour night shifts begin at 6:00 p.m.

Moccasin Powerhouse Primary Control Center Schedule II Cycle: Four (4) consecutive 10-hour day shifts within one week. *The 10-hour Moccasin Powerhouse Primary Control Center Schedule II day shifts shall begin at 6:00 a.m.*

The Department shall notify the Union of any proposed schedule changes from the Schedule I Cycle to the Schedule II or Schedule III Cycle at least five (5) weeks in advance. The Department shall indicate the basis for the proposed change for any employees being reassigned from the Schedule I Cycle to the Schedule II or Schedule III Cycle. Employees reassigned from the Schedule I Cycle to the Schedule II, or employees assigned to the Schedule III Cycle, shall be paid a new premium of seven and a half percent (7.5%) of their regular straight-time pay during such reassignment (“Special Assignment Premium”). Schedule changes shall not be used to avoid payment of overtime.

New hires who have not passed probation and are not NERC certified, and who have not passed all of their training requirements, are not eligible for the Schedule II Cycle Special Assignment Premium. The Department shall permit employees assigned to the Schedule

APPENDIX B

II or Schedule III Cycle to return to the Schedule I Cycle upon request, subject to operational needs, however the Department retains the right to determine which employee is assigned to Schedule II or Schedule III Cycles.

Newly hired employees shall be placed on the Moccasin Powerhouse Schedule II Cycle for up to eighteen (18) months, or a shorter period of time, subject to the operational needs of the Department, and thereafter shall be assigned to either the Early Intake powerhouses on the Schedule III Cycle, or the Moccasin Powerhouse **Primary Control Center** on the Schedule I Cycle. **The Department may also assign employees to the Schedule II Cycle to meet operational needs.** *The 10-hour Moccasin Powerhouse Schedule II day shifts shall begin at 6:00 a.m.*

2. Early Intake powerhouses—Schedule III Cycle

The Early Intake schedule consists of a Monday through Friday work week containing five (5) consecutive 8-hour day shifts. Early Intake powerhouse 8-hour day shifts shall begin at 7 a.m.

D. Monday Through Friday Work Weeks:

The following shift hours are to be observed at the following work locations:

- 1) Department of Technology –
Day Shift: Public Safety Wire Section: 7:00 a.m. - 3:30 p.m.
Telecommunications Facilities Section: 7:00 a.m. - 3:30 p.m.
Swing Shift: Public Safety Wire Section: 3:00 p.m. - 11:00 p.m.
Graveyard Shift: Public Safety Wire Section: 11:00 p.m. - 7:00 a.m.
- 2) S.F. Airport Electric Shop; Building Maintenance for all classes except 7318s:
Day Shift: 7:00 a.m. - 3:30 p.m.
Swing Shift: 3:00 p.m. - 11:00 p.m.
Graveyard Shift: 11:00 p.m. - 7:00 a.m.
- 3) Public Utilities Commission
 - a) Public Utilities Commission Wastewater Enterprise: staggered:
6:00 a.m. - 2:30 p.m.
6:30 a.m. - 3:00 p.m.
7:00 a.m. - 3:30 p.m.

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- b) Public Utilities Commission (Water Department)
Newcomb Street Yard: 7:00 a.m.- 3:30 p.m.
Millbrae Yard: 7:00 a.m.- 3:30 p.m.
- c) Public Utilities Commission (Hetch-Hetchy Water and Power; Moccasin Line Shop, Moccasin Electric Shop and Warnerville Line Shop):
7:00 a.m. – 3:30 p.m.
- 4) Department of Public Works
2323 Chavez Street: 7:00 a.m. - 3:30 p.m.

Department of Public Works, Bureau of Building Repair: For work orders where there is a compelling need to commence work before 7:00 a.m. and where the work will last at least one (1) month, the workday may be changed to 6:00 a.m. to 2:30 p.m., provided that the Bureau provides the Union with at least ten (10) business days' notice of such change.

- 5) Public Library: 7:00 a.m. - 3:30 p.m.
- 6) Recreation and Parks Department: 7:00 a.m. - 3:30 p.m.
- 7) Sheriff's Department: 7:00 a.m. - 3:30 p.m.
- 8) Port of San Francisco: 7:30 a.m. - 4:00 p.m.
- 9) Department of Building Inspection: 7:30 a.m. – 4:00 p.m. or 8:00 a.m. - 5:00 p.m. for the front counter, rotating on a daily basis
- 10) War Memorial: 8:30 a.m. - 5:00 p.m.
- 11) Laguna Honda Electric Shop: 7:45 a.m. - 4:15 p.m.

E. Five Consecutive Eight (8) Hour Days ~~W~~within One (1) Week:

S.F. Airport - Airfield Maintenance and class 7318 Building Maintenance:

Day Shift: 7:00 a.m. - 3:30 p.m.

Swing Shift: 3:00 p.m. - 11:00 p.m.

Graveyard Shift: 11:00 p.m. - 7:00 a.m.

F. Day Shifts - Five Consecutive Eight (8) – Hour Days ~~W~~within One (1) Week (Monday - Friday except as provided): Hetch Hetchy Water and Power, Moccasin Electronic Tech Shop

APPENDIX B

1. Public Utilities Commission (Hetch Hetchy Water and Power; Moccasin Tech Shop)

7:00 a.m. - 3:30 p.m. or

8:00 a.m. – 4:30 p.m.
2. The San Francisco Public Utilities Commission's Hetch Hetchy Water and Power will assign workweek and work hours for employees in the Electronic Maintenance Technician Shop pursuant to Appendix B.F.1.
 - A. However, management may at its discretion assign up to 2 (two) 7318 Electronic Maintenance Technicians to a Sunday through Thursday workweek, with observed shift hours 7:00 a.m. to 3:30 p.m.
 - B. No less than once each year, each shift (meaning: workweek and work hours) shall be open to bidding. Bidding shall be conducted pursuant to numerals 2 – 6 as delineated in C. below. The scheduling of this bidding shall be at management's discretion.
 - C. In the event a vacancy occurs in the Sunday through Thursday shift , management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled using the following process:
 1. Vacancies shall be posted in all technician shops at Hetch Hetchy Water and Power for a period of five (5) working days.
 2. Bids from eligible employees must be filed within five (5) working days from the end of the posting period.
 3. The most senior eligible employee shall be assigned among those volunteering for the vacant assignment.
 4. If no volunteers bid, management may assign least senior eligible employee.
 5. Eligible employees shall be those non-probationary employees in classification 7318 Electronic Maintenance Technician, or in the case of provisional employees, those who have held an appointment in the class for a length of time equivalent to the probationary period.
 6. For the purposes of bidding, seniority shall be determined first by date of hire within the department, within the classification, to a permanent position; followed, for provisional employees, by date of hire within the department, within the classification. In the event of a tie, the tie shall be broken consistent with Civil Service Commission Rule 121.3.

The parties further agree that within thirty days of the execution of this Agreement, all Class 7318 Electronic Maintenance Technicians workweek and work hour assignments shall be filled pursuant to

APPENDIX B

the bidding process described above.

Upon the request of the City, the Union will meet with the City to discuss the possibility of raising the number of 7318 Electronic Maintenance Technicians on Sunday to Thursday shifts.

G. Public Utilities Commission Power Generation and Power Management

The Union recognizes that PUC is changing operations in the field of power generation and power management and will continue to do so during the life of this Agreement. The parties agree to meet and confer consistent with the MOU to negotiate shift additions and changes consistent with such operations.

H. San Francisco International Airport Electrical Shop (Shifts and Shift Bidding):

1. Shift Bidding

- A. Management will determine the schedule of probationary employees, and will allow them to rotate shifts, as is necessary to provide probationary employees with complete training.
- B. Shifts and Regular Days Off for all covered employees to be bid every six (6) months.
- C. Final bid posting at least one (1) week before shift cycle.
- D. Bids will be awarded by departmental seniority.

2. Vacancies Between Bid Cycles

- A. In the event a vacancy occurs on any shift between bid cycles, management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled:
 - 1) First, the most senior among those volunteering for the vacant assignment.
 - 2) Second, if no volunteers, management will assign least senior non-probationary employees within the classification, and not currently on shift, to fill the vacancy until the next bid cycle.

3. Seniority for the purposes of bidding means date of hire within affected class within the Department.

I. Public Utilities Commission Water Supply and Treatment Division (Shifts and Shift Bidding)

1. Shift Bidding

APPENDIX B

- A. No less than once each year, each shift (including days off) within each section of the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard) shall be open to bid. This provision shall not preclude the scheduling of additional shift bidding periods within particular bid units upon mutual agreement of Management and the Union. The annual shift bidding period required herein shall be integrated with transfer bidding in order to effect transfers and shift selections in a single integrated process at least once annually.

Each location may have up to two shifts which shall be: Shift 1, 8:00 a.m. to 4:30 p.m., Shift 2, 3:30 p.m. to 12:00 a.m. or 4:00 p.m. to 12:30 a.m. The work week for both shifts at Water Supply and Treatment Division shall be Monday through Friday.

- B. Employees eligible to bid shall include all employees in the Water Supply and Treatment Division in class 7318, Electronic Maintenance Technician.
- C. At the time set by Management for the annual shift bidding period, the supervisor of each unit shall post for one (1) week shifts, and the number of employees in each classification to full such shifts, so that full-time employees described in paragraph B. above may submit their choices of shifts. Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.
- D. Assignments shall become effective two weeks after the end of the posting period (or at the nearest commencement thereto of the next pay period) and shall be awarded in accordance with Water Supply and Treatment Division seniority in class above, except that Management may deny or delay bids that effect special projects or which require special skills or specific experience related to a specific job.
- E. Management shall retain the right between posting period to change an employee's shift temporarily for training purposes or on account of unexpected operational demands. This period shall not exceed an aggregate of six (6) months for new hires and 120 days for existing 7318's transferring in to the Water Supply and Treatment Division from other Public Utilities Commission Divisions or other Departments, provided the 120-day exclusion can be extended in the event the employee has yet to demonstrate the ability to satisfactorily perform duties. In the case of changed operational demands requiring permanent shift changes, Management shall attempt to meet its requirements to change employee's shifts, first, through solicitation of volunteers, thereafter, by assignment by inverse seniority in the event insufficient voluntary shift changes are made to meet operational demands. Any person whose shift is changed involuntarily shall not be subject to the twenty-four (24) month exclusion rule contained in the transfer procedures notwithstanding that such employee may have been effected a successful transfer bid within twenty-four (24) months preceding an involuntary shift change pursuant to this provision.

APPENDIX B

2. Transfer Bidding Division Transfer Bidding

- A. There shall be a bidding system to effect transfer of employees once every twelve (12) months.
- B. Employees in class 7318 shall be eligible to transfer between sections specific in 1.A., above.
- C. Transfers shall be awarded on the basis of departmental seniority subject to the Employee's demonstrating that ~~he/she~~ **the employee** is or becomes proficient in the job after on-the-job training not to exceed (6) months.
- D. Employees who successfully bid and who are thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.
- E. If the Water Supply and Treatment Division determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of employees entering or leaving such unit, subject to review at the Union's request pursuant to grievance procedure.
- F. An employee is ineligible to exercise a bid, if such employee has been disciplined by suspension or more with the one (1) year period immediately preceding the opening of the application filing period.
- G. Employee displaced by operation of the transfer bidding system, if any, shall be displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by Departmental classification seniority order.
- H. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
- I. Employees described in G. above shall be bid into the Units where vacancies described in H. above are determined to exist. Bids by such employees shall be awarded in accordance with Departmental classification seniority.
- J. No person who is required to bid in accordance with H. through I. above shall be deemed to have exhausted ~~his/her~~ **the employee's** right to transfer nor shall ~~be/she~~ **the employee** be subjected to a twenty-four (24) months preclusion period as described in D. above.
- K. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, and shifts in a single integrated procedure.

3. Vacancy Bidding

JULY 1, 2014 2019 - JUNE 30, 2019 2022 MOU BETWEEN CITY AND COUNTY
OF SAN FRANCISCO AND ELECTRICAL WORKERS, LOCAL 6 (IBEW)

APPENDIX B

- A. All new or vacant positions at the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard) shall be subject to employee's bids before employees from the outside are hired to fill any such new or vacant positions.
- B. Eligible employees shall be those in classes 7318 and 7345 within the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard), where the new or vacant position is available and who are assigned the same classification as the new or open positions.
- C. Vacancies as described in 3.A. above shall be posted in the sections where such vacancies occur for a period of five (5) working days.
- D. Bids for eligible employees must be filed within five (5) working days from the initial date of posting.
- E. Operational positions shall be awarded on the basis of Departmental classification seniority.
- F. Exceptions may be made for training purposes of if the operation of this provision would be negatively impact service reliability, service standards or employee safety.
- F. This procedure shall not apply to open or new positions existing at the time of the regular transfer and shift bidding periods. At such times, open or new positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift bidding procedures.
- G. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

II. WORKING CONDITIONS

A. Break Periods.

Applies to All Employees in Unit 1-L

Two (2) break periods each shift of fifteen (15) minutes. One approximately two (2) hours after the start of the shift, the other approximately two (2) hours before the end of the shift.

B. Meals/Meal Periods.

1. (Not applicable to employees working straight eights or twelves.) In the event an employee works through ~~his or her~~ **the employee's** regularly scheduled meal period (approximately mid-shift) or is unable to take a meal period commencing within one hour before or after the start time of the regularly scheduled meal period, the employee shall be entitled to take up to a one-half hour meal period while on duty when there is a reasonable opportunity thereafter. Such meal period shall be (1) included as paid work time and (2) used for the purposes of determining if and when overtime begins.

2. Straight eight (8) or twelve (12) hour shifts: All straight eight (8) or twelve (12) hour shifts shall include time allotted to a meal period at approximately mid-shift. Employees on break for such meal periods shall be deemed to be in "on duty" pay status.

3. Free Meals Sheriff's Department: Meals are provided to unit employees assigned to the Sheriff's Department at County Jails #3, 7, 8 and 9 - free of charge.

4. Special Conditions Applicable to Recreation and Parks Department Employees Assigned to Camp Mather: Unit employees assigned to Camp Mather are entitled to one (1) paid travel day, each way to and from Camp Mather and a \$10/day meal voucher for each travel day pursuant to the Administrative Code. In addition, the employee is entitled to a free room with bed and access to bath and three free meals per day.

5. MEAL PROVISION – HETCH-HETCHY ONLY

When an employee works more than two (2) hours of unscheduled overtime at a remote location, the City shall provide the employee with a meal. In lieu of providing a meal, the City may pay the employee meal pay at the rate of \$20 per day. For the purposes of this section, "remote location" does not refer to any work done at or within five (5) miles of Moccasin, Modesto, Early Intake, Warnerville or Groveland work locations.

C. Preparation and Clean-up Time.

Reasonable preparation and clean-up time is allowed, appropriate to the work being performed (applicable to all unit employees).

APPENDIX B

D. Safety Practices.

1. The City acknowledges that for health and safety reasons, the Public Utilities Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.
2. A minimum of two (2) employees shall be assigned to any work requiring entrance into an underground vault (applicable to the Department of Technology, Public Safety Wire Section).
3. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port of San Francisco, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, and Public Utilities Commission (Wastewater Enterprise, Water Department and Hetch Hetchy Moccasin, Line, Tech Shop, Electric, and Warnerville Line Shop).
4. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.
5. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.
6. At the Department of Public Works, Bureau of Building Repair and/or Public Utilities Commission, employees assigned to the Wastewater Enterprise Division shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.
7. The City acknowledges for health and safety reasons, PUC staffs the Moccasin Power house, ~~which includes the Control Room~~ **Primary Control Center** with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.
8. **The City will provide** Powerhouse Operators ~~on the Moccasin Schedule I Cycle~~ shall be assigned at least one hundred (100) hours of **with** North American Electric Reliability Corporation (NERC) **required continuing education hours necessary to maintain current certifications with such training to take place during the 11-hour day shifts.** ~~training per year, with such training to take place during the 11 hour day shifts. Powerhouse Operators on the Moccasin Schedule I Cycle may be assigned NERC training during other shifts in addition to the one hundred (100) hours of NERC training assigned during the 11 hour day shifts.~~
9. If the City assigns any Powerhouse Operators to work at Early Intake, it shall assign at least two (2) Powerhouse Operators to work there on five (5) consecutive 8-hour day shifts, Monday through Friday, as set forth in Section C.2 above, however, on occasion, and subject to the operational needs of the Department, the City may staff Early Intake with one (1) Powerhouse Operator for a period not to exceed five (5) consecutive weekdays. No Powerhouse Operator shall be assigned to work alone **at** Early Intake on a Saturday or a Sunday

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without another City employee present.

10. Powerhouse Operators on the ~~Moeasin~~ Schedule I Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 12 hours in one day. Powerhouse Operators on the ~~Moeasin~~ Schedule II Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 10 hours in one day. Powerhouse Operators assigned to work ~~on~~ at the Early Intake ~~powerhouses~~ on the Schedule III Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 8 hours in one day.

E. Safety Equipment.

The following safety equipment shall be provided by the City free of charge to employees assigned to the following work locations:

1. All necessary safety equipment: Department of Building Inspection; Port of San Francisco.
2. Prescription safety glasses Upon request: S.F. International Airport (Airfield & Building Maintenance); Water Department (Millbrae and Newcomb); Port of San Francisco.
1. Miscellaneous: Custom fit ear protection - S.F. International Airport (Airfield & Building Maintenance); all necessary high voltage equipment - S.F. International Airport (Airfield Maintenance); shower room and adequate time to shower when needed - Water Department (Millbrae Yard).

F. Safety Meetings.

1. Safety meetings are held every payday on each shift with unit employees at the following jobsite locations:
 - (a.) Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
 - (b.) Port of San Francisco Electric Shop
 - (c.) San Francisco Airport - Airfield Maintenance and Building Maintenance Shops
 - (d.) Department of Public Works Bureau of Building Repair
 - (e.) Public Utilities Commission – Wastewater Enterprise and Water Department - Millbrae and Newcomb Yards
2. Safety meetings are held at least every ten (10) days on each shift with unit employees at the following jobsite locations:
 - (a.) Recreation and Parks Department Electric Shop
 - (b.) Laguna Honda Electric Shop

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3. Safety meetings are held at least once per month on each shift with unit employees at the following jobsite locations:
 - (a.) Department of Building Inspections
 - (b.) Hetch Hetchy Water and Power; ~~Moccasin Powerhouse~~ **Primary Control Center**, which includes the Control Room and Early Intake powerhouses
 - (c.) Public Library
 - (d.) War Memorial Electric Shop (in accordance with Cal-OSHA requirements)
4. Other:
 - (a.) Safety meetings are held with unit employees once per week at Moccasin Tech, Line, Electric and Warnerville Line Shop
 - (b.) Safety meetings are held with unit employees at the Sheriff's Department (Jail Nos. 3, 7, 8 and 9) as needed to meet Cal-OSHA minimum standards.

G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

Laguna Honda Electric Shop: An adequate number of uniforms shall be supplied by the department and shall be laundered free of charge.

H. Security of Employees Effects and Tools.

Bargaining Unit employees at the following locations shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employees' duties.

1. Department of Technology. (Rankin Street)
2. Port of San Francisco.
3. San Francisco International Airport - Building Maintenance/Airfield Maintenance Shops.
4. Department of Public Works - Cesar Chavez Street
5. San Francisco Public Utilities - Water Department (Millbrae/Newcomb) and Wastewater Enterprise
6. Hetch Hetchy Water and Power
7. Public Library

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8. Sheriff's Department - Jail #8 and #9

I. Training and New Hire Training Periods.

1. Department of Technology - Public Safety Wire Section: New hires not eligible for overtime shift coverage for first six months of employment.

2. San Francisco International Airport – Airfield Maintenance Only: Newly hired 9240s may be assigned to any shift.

3. Hetch-Hetchy - Tech, Line, Electric and Warnerville Line Shop: New hires assigned at the discretion of supervisor.

J. Overtime, Vacation, and Shift Bidding

1. Overtime:

(1) Overtime assigned at discretion of supervisor. (Applies to Laguna Honda; Hetch Hetchy Moccasin, Tech, Line and Warnerville Line Shop; Public Library)

(2) Overtime assigned to employee working on the job first, thereafter assignment made at supervisor's discretion. (Applies to Port of San Francisco; San Francisco Intl. Airport-Building Maintenance; Dept. of Public Works Bureau of Building Repair; Wastewater Enterprise; Water Department; Dept. of Telecommunication Facilities Section.

(3) Department of Technology Public Safety Wire Section: See attached Appendix B-1

(4) Department of Building Inspection: See Attached Appendix B-2.

(5) S.F. International Airport Airfield Maintenance: Overtime is offered to employee with least number of accrued overtime hours.

(6) ~~Moccasin Power House~~ Primary Control Center, which includes the Control Room, and Early Intake powerhouses: Overtime offered by powerhouse, by powerhouse **shall be by** seniority in accordance with seniority lists established as of each January 1. Once through the list, then assignments are offered to employee with least number of "accrued overtime hours." Refusals count as "accrued overtime hours" for the purpose of overtime distribution.

(7) Recreation and Parks Department: Overtime seniority list established and overtime offered on basis of seniority. Once through the list, overtime offered to employee with least number of accrued hours. Refusals of offered overtime count as "accrued overtime hours for the purpose of overtime distribution." Overtime log book available for inspection at any time. Regular overtime is generally voluntary; however, if there are no volunteers, overtime is assigned by reverse seniority.

2. Vacation

JULY 1, 2014 ~~2019~~ - JUNE 30, 2019 ~~2022~~ MOU BETWEEN CITY AND COUNTY
OF SAN FRANCISCO AND ELECTRICAL WORKERS, LOCAL 6 (IBEW)

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(1) Department Technology --Public Safety Wire Section: See attached Appendix B-1.

(2) Vacation requests are granted on a first come, first serve basis at Hetch Hetchy Water and Power; Recreation and Parks Department; Department of Technology -- Telecommunications Facilities Section.

(3) Vacation in the following departments is granted pursuant to the following notice requirements:

(i) Port of San Francisco --one (1) week notice on a first come, first serve basis. (Requests submitted less than five (5) working days of requested date will be considered)

(ii) Department of Building Inspection--five (5) days advance notice for vacations longer than five (5) working days. (Notice less than five (5) days will be considered)

(iii) San Francisco International Airport--Three (3) days' notice required for all vacation requests. Granted on first come, first serve basis.

(iv) Department of Public Works--One (1) week notice, granted on first come, first serve basis. Requests submitted less than five (5) working days of a requested date will be considered.

(v) Water Department--24 hours' notice for requests for vacation time of one (1) day or less, otherwise five (5) days' notice. Vacation granted on the basis of seniority.

3. Shift Bidding

(1) Department of Technology --Public Safety Wire and Telecommunications Facilities Sections. See attached Appendix B-1.

(2) San Francisco International Airport--Airfield Maintenance. Shifts open for bid every six (6) months. Shift bids awarded based upon seniority within classification.

K. Miscellaneous Conditions of Employment

1. Sick Leave Use Rules:

(a) In all departments except the Water Department, Recreation and Parks Department and Sheriff's Department, sick leave use is governed by the Civil Service Rules in effect as of June 30, 1997.

(b) In the following departments, employees are required to "call in" prior to the start of the employee's shift in order for sick leave to be granted: Department of Technology, San Francisco International Airport, Water Department, Hetch

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Hetchy, Moccasin, Tech, Line, Electric and Warnerville Line Shop, Public Library, and War Memorial (within 1 hour of start of shift).

2. Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations: San Francisco International Airport (all shops; microwave, stove, tables and chairs); Department of Public Works, Cesar Chavez Street, and Wastewater Enterprise (refrigerator, microwave, vending machines provided by outside vendors, tables and chairs); Water Department Millbrae Yard (refrigerator, microwave, tables and chairs); Public Library (in Main Library only); and War Memorial.

3. Use of City Vehicles/Commute Transportation:

- (a) Port of San Francisco Supervisors who have more than six (6) call backs for fiscal year may be authorized to take Port Vehicle home to be readily available for emergency response.

4. Port of San Francisco Supervisors who call employees to respond to after-hours emergencies receive a minimum of two (2) hours pay for making calls.

L. Travel: Millbrae to Sunol and back; Water Department:

Water Department employees assigned to Millbrae and who are temporarily assigned to Sunol (regardless of length of assignment) travel to and from Millbrae and Sunol in City-provided vehicles, on City time, reporting first to Millbrae. Such employees do not report directly to Sunol from their homes. (This provision does not address the possibility of future permanent assignments to Sunol.)

M. No-cost Parking:

Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the City has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs.

Airport Employee Commute Options Program

The San Francisco International Airport (SFIA) Employee Commute Options Program (Eco Program) will be available for the term of the Agreement to SFIA employees. Under the Eco Program, employees who relinquish their SFIA-provided free parking privileges will receive a monthly allowance in an amount set by SFIA. Participation is voluntary and approved on a first come first serve basis. The SFIA reserves the right to amend or discontinue the Eco Program in its sole discretion, at any time for any reason including

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but not limited to a lack of funding as determined by the SFIA. If: (1) the SFIA discontinues the ECO Program; (2) the SFIA denies an employee participation in the ECO Program due to lack of funds; or (3) the employee voluntarily exits the ECO Program, the SFIA shall reinstate the employee's parking privileges. The Eco Program, including but not limited to denial of participation, change in allowance amount, or amendment or termination of the Eco Program, is not subject to the grievance procedure with the sole exception of determining whether the SFIA has restored an employee's free parking privileges if: (1) the SFIA discontinues the ECO Program; (2) the SFIA denies an employee participation in the ECO Program due to lack of funds; or (3) the employee voluntarily exits the ECO Program.

Appendix B-1: Past Practices

SCHEDULING OF LOCAL 6 MEMBERS WORKING AT THE DEPARTMENT OF TECHNOLOGY(DT):

7273 Communications Line Supervisor II
7275 Cable Splicing Supervisor
7257 Communications Line Supervisor I
7308 Cable Splicer
7338 Electrical Line Worker
7432 Electrical Line Helper

All employees are assigned a 40 hour work week consisting of five eight hour days Monday through Friday.

OVERTIME

A. Detail Shift

Weekends are covered by a detail shift, swing (3:00pm – 11:00pm) and graveyard (11:00pm – 7:00am), on an overtime basis. The overtime shifts are assigned every six months and are distributed equally among Class 7338 line workers and distributed equally among the 7273 Communications Line Supervisor IIs. The line worker who is assigned the swing or graveyard shift on the weekend will work the same shift for the following week on Monday through Friday. When the 7273 works the swing or graveyard shift on the weekend a 7338 will be assigned the shift for the following week. This assignment is equally distributed among the 7338's.

The overtime portion of the detail assignment is voluntary – if an employee chooses not to work the overtime portion of the detail shift the employee must notify the Communications Line Supervisor II who will reassign the weekend shift. The Monday through Friday portion of the detail shift will not be reassigned.

Trades are allowed for the detail shifts and must be approved by the Communications Line Supervisor II. Overtime shifts may be traded but not given away.

In the event of a callout requiring an additional person, Central Fire Alarm Station will follow the Emergency Callout Procedures.

B. Unscheduled Overtime

If a job cannot be finished during the regular working hours and must be finished on overtime basis, the crew working on the job will remain on an overtime basis until completion. This overtime is voluntary unless the job is declared an emergency by the Cable Splicing Supervisor or the Communications Line Supervisor II. If an emergency is declared the employees must stay until the job is completed or no longer constitutes an emergency.

This provision applies to 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, 7432 Electrical Line Helper, and 7308 Cable Splicer.

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C. Prearranged Overtime and Emergency Callout Procedures:

1. 7308 Cable Splicer – prearranged overtime will be offered to the employee with the least overtime hours for that fiscal year.

2. 7338 & 7432 – employees must place their names on a callout list kept at CFAS by Wednesday if they are available to work overtime the following week starting on Saturday. Overtime will be assigned to the employee who has placed his name on the list and has the least amount of overtime hours worked during the current fiscal year. In the event that no employees are available from the callout list, all employees of the classification needed to perform the work will be called starting with the employee with the least amount of overtime hours worked during the current fiscal year.

3. All overtime hours worked by 7257 Communications Line Supervisor I, 7338 Electrical Line Worker, or 7432 Electrical Line Helper must be logged by the fire alarm dispatcher at the completion of each job. If an employee is on the callout list and is not available when called, the hours that would have been worked by the employee will be logged by the dispatcher and counted for future call out lists.

D. Vacations

Requests for vacations from April 1 to December 31 will be granted according to seniority for requests received between January 1, and March 31. Requests received on April 1 or after will be granted in the order received.

Program managers may limit the number of employees granted vacation at the same time.

**Appendix B-2
[Past Practices]**

ELECTRICAL INSPECTION DIVISION

OVERTIME DISTRIBUTION

Overtime requests for off-hours inspection are routinely processed by the district electrical inspector assigned to the specific project. The inspector obtains a completed Service Request Form from the property owner, or the owner's agent, and refers it to the Appointing Officer (or designee) for review and assignment. The Appointing Officer (or designee) coordinates overtime assignments, and give priority consideration to the inspector responsible for final acceptance of the specific installation and to the customer's preference for continuity of the inspection process.

APPENDIX C: CLASS FIVE ENTRANCE & COMPENSATION SCHEDULE

CLASSIFICATIONS ENTERING AT FIFTH STEP:

6248 – Electrical Inspector
6249 – Sr. Electrical Inspector
6250 – Chief Electrical Inspector
6252 – Line Inspector
7229 - Transmission Line Supervisor I
7238 - Electrician Supervisor I
7244 – Power Plant Supervisor I
7255 - Power House Electrician Supervisor I
7256 - Electric Motor Repair Supervisor I
7257 - Communication Line Supervisor I
7273 - Communication Line Worker Supervisor II
7275 - Telecommunications Technician Supervisor
7276 - Electrician Supervisor II
7279 - Powerhouse Electrician Supervisor II
7285 - Transmission Line Worker Supervisor II
7287 - Supervising Electronic Maintenance Technician
7308 – Cable Splicer
7319 - Electric Motor Repairer
7329 - Electronics Maintenance Technician Assistant Supervisor
7338 - Electrical Line Worker
7345 - Electrician
7390 - Welder
9240 - Airport Electrician
9241 - Airport Electrician Supervisor
9242 - Head Airport Electrician
9354 - Elevator and Crane Technician
9358 - Crane Mechanic Supervisor

Class 7318, Electronic Maintenance Technician, may be appointed at the Third Step.

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Attachment A - Electricians, Local 6 Hourly Step Rates for FY17-18

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5
6248	Electrical Inspector	\$48.6250	\$51.0625	\$53.6125	\$56.2875	\$59.1125
6249	Senior Electrical Inspector	\$53.6125	\$56.2875	\$59.1125	\$62.0750	\$65.1750
6250	Chief Electrical Inspector	\$59.1125	\$62.0750	\$65.1750	\$68.4250	\$71.8500
6252	Line Inspector	\$48.6250	\$51.0625	\$53.6125	\$56.2875	\$59.1125
7214	Electrical Transit Equipment Supervisor	\$35.5875	\$37.3625	\$39.2250	\$41.1875	\$43.2500
7216	Electrical Transit Shop Supervisor I	\$32.2750	\$33.8875	\$35.5875	\$37.3625	\$39.2250
7229	Transmission Line Supervisor I	\$51.9625	\$54.5625	\$57.2750	\$60.1500	\$63.1500
7235	Transit Power Line Supervisor I	\$28.4250	\$29.8500	\$31.3375	\$32.9000	\$34.5500
7238	Electrician Supervisor I	\$47.5000	\$49.8625	\$52.3625	\$54.9750	\$57.7375
7244	Power Plant Supervisor I	\$40.2500	\$42.2500	\$44.3625	\$46.5875	\$48.9125
7253	Electrical Transit Mechanic Supervisor I	\$29.2750	\$30.7375	\$32.2750	\$33.8875	\$35.5875
7255	Power House Electrician Supervisor I	\$47.5000	\$49.8625	\$52.3625	\$54.9750	\$57.7375
7256	Electric Motor Repair Supervisor I	\$29.2750	\$30.7375	\$32.2750	\$33.8875	\$35.5875
7257	Communication Line Supervisor I	\$45.2250	\$47.5000	\$49.8625	\$52.3625	\$54.9750
7273	Communications Line Worker Supervisor II	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
7274	Transit Power Line Worker Supervisor II	\$31.6625	\$33.2500	\$34.9125	\$36.6625	\$38.5000
7275	Telecommunications Technician Supervisor	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
7276	Electrician Supervisor II	\$52.8625	\$55.5000	\$58.2875	\$61.2000	\$64.2625
7279	Powerhouse Electrician Supervisor II	\$31.6625	\$33.2500	\$34.9125	\$36.6625	\$38.5000
7285	Transmission Line Worker Supervisor II	\$57.8375	\$60.7375	\$63.7625	\$66.9500	\$70.3000
7287	Supervising Electronic Maintenance Technician	\$53.9250	\$56.6125	\$59.4500	\$62.4125	\$65.5375
7308	Cable Splicer	\$45.2250	\$47.5000	\$49.8625	\$52.3625	\$54.9750
7318	Electronic Maintenance Technician	\$46.5875	\$48.9125	\$51.3625	\$53.9250	\$56.6125
7319	Electric Motor Repairer	\$36.5000	\$38.3250	\$40.2500	\$42.2500	\$44.3625
7329	Electronic Maintenance Technician Assistant Supervisor	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
7338	Electrical Line Worker	\$51.0500				
7345	Electrician	\$42.0125	\$44.1125	\$46.3125	\$48.6250	\$51.0625
7350	Transmission and Distribution Line Worker	\$56.2875				
7354	Apprentice Power Line Worker 1	\$30.9625	\$33.7750	\$36.5875	\$39.4000	
7357	Apprentice Power Line Worker 2	\$42.2125	\$45.0375	\$47.8375	\$50.6625	
7363	Power House Electrician	\$34.4000	\$36.1250	\$37.9375	\$39.8375	\$41.8250
7364	Power House Operator	\$19.1000	\$20.0375	\$21.0250	\$22.0625	\$23.1625
7365	Senior Power House Operator	\$21.5375	\$22.6125	\$23.7375	\$24.9250	\$26.1750
7371	Electrical Transit System Mechanic	\$21.5375	\$22.6125	\$23.7375	\$24.9250	\$26.1750
7379	Electrical Transit Mechanic	\$20.8250	\$21.8500	\$22.9375	\$24.0875	\$25.2875
7380	Electrical Transit Mechanic, Assistant Supervisor	\$26.5500	\$27.8750	\$29.2750	\$30.7375	\$32.2750
7390	Welder	\$36.6500	\$38.4875	\$40.4000	\$42.4250	\$44.5500
7408	Assistant Power House Operator	\$15.2500	\$15.9875	\$16.7750	\$17.5875	\$18.4625
7409	Electrical Transit Service Worker	\$18.0375	\$18.9125	\$19.8500	\$20.8250	\$21.8500
7430	Assistant Electronic Maintenance Technician	\$40.2500	\$42.2500	\$44.3625	\$46.5875	\$48.9125
7432	Electrical Line Helper	\$34.5750	\$36.3000	\$38.1125	\$40.0125	\$42.0125
7480	Power Generation Technician I	\$40.1375	\$42.1375	\$44.2375	\$46.4500	\$48.7750
7482	Power Generation Technician II	\$45.2250	\$47.5000	\$49.8625	\$52.3625	\$54.9750
7484	Senior Power Generation Technician	\$48.3125	\$50.7250	\$53.2625	\$55.9125	\$58.7250
7488	Power Generation Supervisor	\$57.0125	\$59.8750	\$62.8500	\$66.0000	\$69.3000
7510	Lighting Fixture Maintenance Worker	\$24.3375	\$25.5625	\$26.8375	\$28.1750	\$29.5750
9240	Airport Electrician	\$46.3125	\$48.6250	\$51.0625	\$53.6125	\$56.2875
9241	Airport Electrician Supervisor	\$50.3375	\$52.8625	\$55.5000	\$58.2875	\$61.2000
9242	Head Airport Electrician	\$52.8625	\$55.5000	\$58.2875	\$61.2000	\$64.2625
9354	Elevator and Crane Technician	\$48.6250	\$51.0625	\$53.6125	\$56.2875	\$59.1125
9358	Crane Mechanic Supervisor	\$51.0625	\$53.6125	\$56.2875	\$59.1125	\$62.0750

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Attachment A - Electricians, Local 6 Hourly Step Rates for FY18-19 - effective date pursuant to Art III.A. Wages

Class	Title	Step 1	Step 2	Step 3	Step 4	Step 5
6248	Electrical Inspector	\$50.0875	\$52.6000	\$55.2250	\$57.9750	\$60.8875
6249	Senior Electrical Inspector	\$55.2250	\$57.9750	\$60.8875	\$63.9375	\$67.1250
6250	Chief Electrical Inspector	\$60.8875	\$63.9375	\$67.1250	\$70.4750	\$74.0000
6252	Line Inspector	\$50.0875	\$52.6000	\$55.2250	\$57.9750	\$60.8875
7214	Electrical Transit Equipment Supervisor	\$36.6500	\$38.4875	\$40.4000	\$42.4250	\$44.5500
7216	Electrical Transit Shop Supervisor I	\$33.2375	\$34.9000	\$36.6500	\$38.4875	\$40.4000
7229	Transmission Line Supervisor I	\$53.5250	\$56.2000	\$58.9875	\$61.9500	\$65.0500
7235	Transit Power Line Supervisor I	\$29.2750	\$30.7500	\$32.2750	\$33.8875	\$35.5875
7238	Electrician Supervisor I	\$48.9250	\$51.3625	\$53.9375	\$56.6250	\$59.4750
7244	Power Plant Supervisor I	\$41.4625	\$43.5125	\$45.6875	\$47.9875	\$50.3750
7253	Electrical Transit Mechanic Supervisor I	\$30.1500	\$31.6625	\$33.2375	\$34.9000	\$36.6500
7255	Power House Electrician Supervisor I	\$48.9250	\$51.3625	\$53.9375	\$56.6250	\$59.4750
7256	Electric Motor Repair Supervisor I	\$30.1500	\$31.6625	\$33.2375	\$34.9000	\$36.6500
7257	Communication Line Supervisor I	\$46.5875	\$48.9250	\$51.3625	\$53.9375	\$56.6250
7273	Communications Line Worker Supervisor II	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
7274	Transit Power Line Worker Supervisor II	\$32.6125	\$34.2500	\$35.9625	\$37.7625	\$39.6500
7275	Telecommunications Technician Supervisor	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
7276	Electrician Supervisor II	\$54.4500	\$57.1625	\$60.0375	\$63.0375	\$66.1875
7279	Powerhouse Electrician Supervisor II	\$32.6125	\$34.2500	\$35.9625	\$37.7625	\$39.6500
7285	Transmission Line Worker Supervisor II	\$59.5750	\$62.5625	\$65.6750	\$68.9625	\$72.4125
7287	Supervising Electronic Maintenance Technician	\$55.5375	\$58.3125	\$61.2375	\$64.2875	\$67.5000
7308	Cable Splicer	\$46.5875	\$48.9250	\$51.3625	\$53.9375	\$56.6250
7318	Electronic Maintenance Technician	\$47.9875	\$50.3750	\$52.9000	\$55.5375	\$58.3125
7319	Electric Motor Repairer	\$37.6000	\$39.4750	\$41.4625	\$43.5125	\$45.6875
7329	Electronic Maintenance Technician Assistant Supervisor	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
7338	Electrical Line Worker	\$52.5875				
7345	Electrician	\$43.2750	\$45.4375	\$47.7000	\$50.0875	\$52.6000
7350	Transmission and Distribution Line Worker	\$57.9750				
7354	Apprentice Power Line Worker 1	\$31.8875	\$34.7875	\$37.6875	\$40.5875	
7357	Apprentice Power Line Worker 2	\$43.4750	\$46.3875	\$49.2750	\$52.1875	
7363	Power House Electrician	\$35.4375	\$37.2125	\$39.0750	\$41.0375	\$43.0750
7364	Power House Operator	\$19.6750	\$20.6375	\$21.6500	\$22.7250	\$23.8625
7365	Senior Power House Operator	\$22.1875	\$23.2875	\$24.4500	\$25.6750	\$26.9625
7371	Electrical Transit System Mechanic	\$22.1875	\$23.2875	\$24.4500	\$25.6750	\$26.9625
7379	Electrical Transit Mechanic	\$21.4500	\$22.5000	\$23.6250	\$24.8125	\$26.0500
7380	Electrical Transit Mechanic, Assistant Supervisor	\$27.3500	\$28.7125	\$30.1500	\$31.6625	\$33.2375
7390	Welder	\$37.7500	\$39.6375	\$41.6125	\$43.7000	\$45.8875
7408	Assistant Power House Operator	\$15.7125	\$16.4625	\$17.2750	\$18.1125	\$19.0125
7409	Electrical Transit Service Worker	\$18.5750	\$19.4750	\$20.4500	\$21.4500	\$22.5000
7430	Assistant Electronic Maintenance Technician	\$41.4625	\$43.5125	\$45.6875	\$47.9875	\$50.3750
7432	Electrical Line Helper	\$35.6125	\$37.3875	\$39.2500	\$41.2125	\$43.2750
7480	Power Generation Technician I	\$41.3375	\$43.4000	\$45.5625	\$47.8375	\$50.2375
7482	Power Generation Technician II	\$46.5875	\$48.9250	\$51.3625	\$53.9375	\$56.6250
7484	Senior Power Generation Technician	\$49.7625	\$52.2500	\$54.8625	\$57.5875	\$60.4875
7488	Power Generation Supervisor	\$58.7250	\$61.6750	\$64.7375	\$67.9750	\$71.3750
7510	Lighting Fixture Maintenance Worker	\$25.0625	\$26.3250	\$27.6375	\$29.0250	\$30.4625
9240	Airport Electrician	\$47.7000	\$50.0875	\$52.6000	\$55.2250	\$57.9750
9241	Airport Electrician Supervisor	\$51.8500	\$54.4500	\$57.1625	\$60.0375	\$63.0375
9242	Head Airport Electrician	\$54.4500	\$57.1625	\$60.0375	\$63.0375	\$66.1875
9354	Elevator and Crane Technician	\$50.0875	\$52.6000	\$55.2250	\$57.9750	\$60.8875
9358	Crane Mechanic Supervisor	\$52.6000	\$55.2250	\$57.9750	\$60.8875	\$63.9375

APPENDIX D: SUBSTANCE ABUSE PREVENTION POLICY

1. MISSION STATEMENT

- a. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The parties have a commitment to prevent drug or alcohol impairment in the workplace and to foster and maintain a drug and alcohol free work environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public.
- b. In agreeing to implement this Substance Abuse Prevention Policy (SAPP), the parties affirm their belief that substance abuse is a treatable condition. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- c. The City is committed to preventing drug or alcohol impairment in the workplace, and to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities. In addition, the City maintains a drug and alcohol free workplace policy in its Employee Handbook.

2. POLICY

- a. To ensure the safety of the City's employees, co-workers and the public, no employee may sell, purchase, transfer, possess, furnish, manufacture, use or be under the influence of alcohol or ~~illegal d~~Drugs at any City jobsite, while on City business, or in City facilities.
- b. Any employee, regardless of how ~~his/her~~ the employee's position is funded, who has been convicted of any drug/alcohol-related crime that occurred while on City business or in City facilities, must notify ~~his/her~~ the employee's department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

3. DEFINITIONS

- a. "Accident" (or "post-Accident") means an occurrence associated with the Covered Employee's operation of Equipment or the operation of a vehicle (including, but not limited to, City-owned or personal vehicles) used during the course of the Covered Employee's work day where the City concludes that the occurrence may have resulted from human error by the Covered Employee, or could have been avoided by reasonably alert action by the Covered Employee, and:

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- (1) There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed, or treated by, a physician, paramedic or other licensed health care professional; or
 - (2) With respect to an occurrence involving a vehicle, there is disabling damage to a vehicle as a result of the occurrence and the vehicle needs to be transported away from the scene by a tow truck or driven to a garage for repair before being returned to service; or
 - (3) With respect to an occurrence involving Equipment, there is damage to the Equipment exceeding three thousand dollars (\$3,000); or
 - (4) With respect to an occurrence involving structures or property, there are damages exceeding ten thousand dollars (\$10,000) to the structures or property.
- b. “Adulterated Specimen” means a specimen that contains a substance that is not expected to be present in oral fluid, or contains a substance expected to be present but is at a concentration so high that it is not consistent with oral fluid.
 - c. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)
 - d. “Cancelled Test” means a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which 49 C.F.R. Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.
 - e. “City” or “employer” means the City and County of San Francisco.
 - f. “Collector” means an on-site employee trained to collect a drug or alcohol specimen, or the staff of the collection facility under contract with the City and County of San Francisco’s drug testing contractor.
 - g. “Covered Employee” means an employee in a represented covered classification as stated in Section 4.
 - h. “CSC” means the Civil Service Commission of the City and County of San Francisco.
 - i. “Day” means working day, unless otherwise expressly provided.
 - j. “DHR” means the Department of Human Resources of the City and County of San Francisco.
 - k. “Diluted Specimen” means a specimen with creatinine and specific gravity values that are lower than expected for oral fluid.
 - l. “EAP” means the Employee Assistance Program offered through the City and County of San Francisco.

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- m. "Equipment" includes any vehicle (including, but not limited to any City-owned vehicle or personal vehicle used during the course of the employee's paid work time); firearms when a firearm is required, and approved by the Appointing Officer, to be carried and used by the Covered Employee; banding tools; band-it; power tools; bucket truck; or equipment that is used to change the elevation of the Covered Employee more than five (5) feet.
- n. "Illegal Drugs" or "~~drugs~~" refer to those drugs listed in Section 5.0. Section 8.a. lists the drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required threshold levels where required, in effect at the time of testing, if applicable. Section 8.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.
- o. "Invalid Drug Test" means the result of a drug test for an oral fluid specimen that contains an unidentified adulterant, or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration preventing the laboratory from completing or obtaining a valid drug test result.
- p. "MRO" means Medical Review Officer who is a licensed physician certified by the Medical Review Officers Certification Council or U.S. Department of Transportation responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
- q. "Non-Negative Test" or "positive test" means a test result found to be Adulterated, Substituted, Invalid, or positive for alcohol or drug metabolites.
- r. "Oral Fluid" means saliva or any other bodily fluid generated by the oral mucosa of an individual.
- s. "Parties" means the City and County of San Francisco and the International Brotherhood of Electrical Workers Local 6.
- t. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" between the City and County of San Francisco and the Union ~~and~~ attached to the parties' Memorandum of Understanding ("MOU").
- u. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- v. "Refusal to Submit," "Refusing to Submit," "Refuse to Test," or "Refusal to Test" means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:

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- i. Failure to appear for any test within a reasonable time.
 - ii. Failure to remain at the testing site until the test has been completed.
 - iii. Failure or refusal to take a test that the Collector has directed the employee to take.
 - iv. Providing false information.
 - v. Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
 - vi. Failure to provide adequate oral fluid or breath samples, and subsequent failure to undergo a medical examination as required for inadequate breath or oral fluid samples, or failure to provide adequate breath or oral fluid samples and subsequent failure to obtain a valid medical explanation.
 - vii. Adulterating, substituting or otherwise contaminating or tampering with an oral fluids specimen.
 - viii. Leaving the scene of an Accident without just cause prior to submitting to a test.
 - ix. Admitting to the Collector that an employee has Adulterated or Substituted an oral fluid specimen.
 - x. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
 - xi. Leaving work, after being directed to remain on the scene by the first employer representative, while waiting for verification by the second employer representative under section 6.I.b.
- w. "Safety-Sensitive Function" means a job function or duty where a Covered Employee either:
- (1) is operating a vehicle during paid work time on more than fifty-percent (50%) of the Covered Employee's work days on average over the prior three (3) months. Vacation, sick leave, administrative leave time and all other leave shall be excluded when determining whether a Covered Employee operates a vehicle on more than fifty-percent (50%) of ~~his or her~~ **the employee's** work days; or,
 - (2) is actually operating, ready to operate, or immediately available to operate Equipment other than a vehicle during the course of the Covered Employee's paid work time.
- x. "Substance Abuse Prevention Coordinator" (SAPC) means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAPC will be chosen by the City.
- y. "Split Specimen" means a part of the oral fluid specimen in drug testing that is retained unopened for a confirmation test (if required) or in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or Substituted Specimen test result.
- z. "Substituted Specimen" means a specimen with laboratory values that are so diminished that they are not consistent with oral fluid and which shall be deemed a violation of this policy, and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS

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All employees shall be subject to post-Accident testing under this Agreement. All employees who perform Safety-Sensitive Functions, as defined in this Policy, shall be subject to reasonable suspicion testing. **This policy shall not apply to employees who are required to be tested under the regulations of the United States Department of Transportation.**

5. SUBSTANCES TO BE TESTED

a. The City shall test, at its own expense, for alcohol and/or the following drugs:

- (1.) Amphetamines
- (2.) Barbiturates
- (3.) Benzodiazepines
- (4.) Cocaine
- (5.) Methadone
- (6.) Opiates
- (7.) PCP
- (8.) THC (Cannabis)

b. Prescribed Drugs or Medications.

The City recognizes that Covered Employees may at times have to ingest prescribed drugs or medications. If a Covered Employee takes any drug or medication that a treating physician, pharmacist, or health care professional has informed the employee (orally or on the medication bottle) will interfere with job performance, including driving restrictions or restrictions on the use of Equipment, the employee is required to immediately notify the designated Department representative of those restrictions before performing ~~his/her~~ job functions.

- (1) Upon receipt of a signed release from the Covered Employee's licensed healthcare provider, the department representative may consult with Covered Employee's healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available, or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination whether the employee may perform ~~his/her~~ **the employee's** job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the City shall not restrict that employee from performing ~~his or her~~ **the employee's** job functions.
- (2) If a Covered Employee is temporarily unable to perform ~~his or her~~ **the employee's** job because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform a temporary modified duty assignment consistent with the employee's medical restrictions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This temporary modified duty reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or has not been cleared by a licensed healthcare

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provider to return to work without restrictions, the City may extend the temporary modified duty assignment for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is reasonably anticipated to be able to return to work without restrictions after that thirty (30) day period. Employees who are unable to return to work under this provision shall be referred to the Department's human resources representative designated to engage with employees regarding possible reasonable accommodation under state and federal disability laws.

6. TESTING

I. Reasonable Suspicion Testing

- a. Reasonable suspicion to test a Covered Employee will exist when contemporaneous, articulable and specific observations concerning the symptoms or manifestations of impairment can be made. These observations shall be documented on the Reasonable Suspicion Report Form attached to this Appendix as Exhibit B. At least three (3) indicia of drug or alcohol impairment must exist, in two (2) separate categories, as listed on the Reasonable Suspicion Report Form. In the alternative, the employer representatives must confirm direct evidence of drug or alcohol impairment as listed on the Reasonable Suspicion Report Form.
- b. Any individual or employee may report another employee who may appear to that individual or employee to be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or drug use or impairment in the workplace, two (2) trained supervisory employer representatives will independently verify the basis for the suspicion and request testing in person. The first employer representative shall verify and document the employee's appearance and behavior and, if appropriate, recommend testing to the second employer representative. The second employer representative shall verify the contemporaneous basis for the suspicion. If reasonable suspicion to test a Covered Employee arises between 11:00 p.m. and 7:00 a.m., or at a location outside the geographic boundaries of the City and County of San Francisco (excluding San Francisco International Airport), and where a second trained supervisory employer representative cannot reasonably get to the location within thirty (30) minutes, then the second employer representative shall not be required to verify the basis for the suspicion in person, but instead shall verify by telephone or email. After completing the verification, and consulting with the first employer representative, the second employer representative has final authority to require that the Covered Employee be tested.
- c. If the City requires an employee under reasonable suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that ~~he or she~~ the employee will be tested (up to a maximum of one hour) for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that ~~he or she~~ the employee will be tested.

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- d. Department representative(s) shall document the incident. If a Covered Employee Refuses to Submit to testing, then the City shall treat the refusal as a positive test, and shall take appropriate disciplinary action pursuant to the attached discipline matrix.

II. Post-Accident Testing

- a. The City may require a Covered Employee who caused, or may have caused, an Accident, based on information known at the time of the Accident, to submit to drug and/or alcohol testing.
- b. Following an Accident, all Covered Employees subject to testing shall remain readily available for testing. A Covered Employee may be deemed to have refused to submit to substance abuse testing if he or she fails to remain readily available, including failing to notify a supervisor (or designee) of the Accident location, or leaving the scene of the Accident prior to submitting to testing.
- c. Nothing in this section shall delay medical attention for the injured following an Accident or prohibit an employee from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident or to obtain necessary emergency medical care.
- d. If the City requires a Covered Employee to be tested post-Accident, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City shall allow a reasonable amount of time from the time the employee is notified that ~~he or she~~ the employee will be tested (a maximum of one hour) for the employee to obtain representation provided that the union representative meet the employee at the Accident site, work location or testing center as determined by the City. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that ~~he or she~~ the employee will be tested.
- e. As soon as reasonably possible after the occurrence of an Accident, the supervisor or other City representative at the Accident scene shall make best efforts to contact the Department of Human Resources (DHR) or designee, and DHR or designee shall then make best efforts to telephone the union(s) first designated representative on file with DHR representing the Covered Employee(s) involved in the Accident. If the first designated representative does not answer, DHR or designee shall leave a voice mail message notifying the union of the Accident and telephone the union(s) second designated representative on file with DHR. For purposes of this paragraph, a designated representative shall be any union officer or employee whose telephone number is on file with DHR for the purpose of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for two designated representatives are on file with DHR.

7. TESTING PROCEDURES

I. Collection Site

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- a. If there is a trained Collector available on site, the City may conduct “on-site” tests (alcohol breathalyzer testing and oral fluid testing). If any of those tests are “Non-Negative,” a confirmation test will be performed. The on-site tests may enable the Covered Employee and the City to know immediately whether that employee has been cleared for work.
- b. If a trained Collector is not available on-site, the staff of a collection facility under contract to the City, or the City's drug testing contractor shall collect oral fluid samples from Covered Employees to test for prohibited drugs.
 - (1.) A Covered Employee appearing ~~presenting~~ herself/himself at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until the employee (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as a “Refusal to Submit.”
- c. Covered Employees who Refuse to Test may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- d. Alcohol and drug testing procedures.
 - (1.) Alcohol Testing Procedure. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer using the handheld Alco-Sensor IV Portable Breath Alcohol Analyzer device, or any other U.S. Department of Transportation (DOT) approved breath analyzer device.
 - (2.) Drug Testing Procedure. Tests for drugs shall be by oral fluid collection. The oral fluid specimens shall be collected under direct visual supervision of a Collector and in accordance with the testing device manufacturer’s recommended procedures for collection. Screening results may be provided by the Collector or by a laboratory. Confirmation tests shall be conducted at a laboratory.
 - (3.) The Covered Employee being tested must cooperate fully with the testing procedures.
 - (4.) A chain of possession form must be completed by the Collector, hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- e. After being tested for drugs, the Covered Employee may be barred from returning to work until the department is advised of the final testing result by the MRO. During that period, the Covered Employee will be assigned to work that is not safety-sensitive

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or placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

II. Laboratory

- a. Drug tests shall be conducted by laboratories licensed and approved by SAMSHA which comply with the American Occupational Medical Association (AOMA) ethical standards. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for drugs identified in this policy. The City shall bear the cost of all required testing unless otherwise specified herein.
- b. Tests for all controlled substances, except alcohol, shall be by oral fluid testing and shall consist of two procedures, a screen test and, if that is positive, a confirmation test.
- c. To be considered positive for reporting by the laboratory to the City, both samples must be tested separately in separate batches and must also show positive results on the confirmatory test.
- d. In the event of a positive test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the Covered Employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the Covered Employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the designated MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen.

III. Medical Review Officer (MRO)

- a. All positive drug, or Substituted, Adulterated, positive-Diluted Specimen, or Invalid Drug Test, as defined herein, will be reported to a Medical Review Officer (MRO). The MRO shall review the test results, and any disclosure made by the Covered Employee, and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.
- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive-Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform ~~him or her~~ the employee of the positive, Adulterated, Substituted, positive-Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided by the Covered Employee, or ~~his~~ the employee's treating physician, to the MRO; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall

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identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's result as a positive result.

- c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.
- d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
- e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).
- f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.
- g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

8. RESULTS

- a. Substance Abuse Prevention and Detection Threshold Levels.
For post-Accident or reasonable suspicion testing where the Covered Employee was operating a commercial motor vehicle, any test revealing a blood/alcohol level equal to or greater than 0.04 percent, or the established California State standard for commercial motor vehicle

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operations, shall be deemed positive. For all other post-Accident or reasonable suspicion testing, any test revealing a blood/alcohol level equal to, or greater than, 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, shall be deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed a positive test.

CONTROLLED SUBSTANCE *	SCREENING LEVEL	CONFIRMATION LEVEL
Amphetamines	250 ng/ml**	5 ng/ml**
Barbiturates	520 ng/ml***	20 ng/ml***
Benzodiazepines	201 ng/ml***	0.5 ng/ml***
Cocaine	125 ng/ml **	8 ng/ml**
Methadone	50 ng/ml***	10 ng/ml***
Opiates	210 ng/ml**	10 ng/ml**
PCP (Phencyclidine)	10 ng/ml **	5 ng/ml**
THC (Cannabis)	251 ng/ml and 2 ng/ml***	10 ng/ml and 2 ng/ml***
* All controlled substances including their metabolite components. ** SF Fire Department standards *** Industry standards		

- b. The City reserves the right to discipline in accordance with the chart set forth in Exhibit A for abuse of prescribed and over-the-counter drugs or medications, pursuant to the testing procedures described above, as determined by the MRO.

9. CONSEQUENCES OF POSITIVE TEST RESULTS

For post-Accident or reasonable suspicion, a Covered Employee shall be immediately removed from performing ~~his or her~~ **the employee's** job or, in the alternative, may be temporarily reassigned to work that is not safety-sensitive if such work is available. The Covered Employee shall be subject to disciplinary action, and shall meet with the SAPC, as set forth in Exhibit A, and section 10 below, if the Covered Employee:

1. Is confirmed to have tested positive for alcohol or drugs;
 2. Refuses to Submit to testing; or
 3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.
- a. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' MOU, provided, however, that such a grievance must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.

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- b. All proposed disciplinary actions imposed because of a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Subject to good cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.
- c. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports and any other supporting documentation upon which the City is relying to support the proposed discipline.

10. RETURN TO DUTY

The SAPC will meet with a Covered Employee who has tested positive for alcohol and/or drugs. The SAPC will discuss what course of action may be appropriate, if any, and assistance from which the employee may benefit, if any, and will communicate a proposed return-to-work plan, if necessary, to the employee and department. The SAPC may recommend that the Covered Employee voluntarily enter into an appropriate rehabilitation program administered by the Covered Employee's health insurance carrier prior to returning to work. The Covered Employee may not return to work until the SAPC certifies that the employee ~~he or she~~ has a negative test prior to returning to work. In the event that the SAPC does not schedule a return-to-work test before the Covered Employee's return-to-work date, the SAPC shall arrange for the Covered Employee to take a return-to-work test within three (3) working days of the Covered Employee notifying the SAPC in writing of a request to take a return-to-work test. If a Covered Employee fails a return-to-work test, ~~he or she~~ the employee shall be placed on unpaid leave until testing negative but shall not be subject to any additional discipline due to a non-negative return-to-work test. The SAPC will provide a written release to the appropriate department or division certifying the employee's right to return to work.

11. TRAINING

The City or its designated vendor shall provide training on this policy to first-line, working supervisors and up to the Deputy Director level as needed. In addition, all Covered Employees shall be provided with a summary description of the SAPP notifying them of their right to union representation in the event that they are required to be tested.

12. ADOPTION PERIOD

This Policy shall go into effect on June 30, 2014.

13. JOINT CITY/UNION COMMITTEE

The parties agree to work cooperatively to ensure the success of this policy. As such, a Joint City/Union Committee shall be established with two (2) members from the City and two (2) members from each Union, except that no Union shall be required to participate. The Committee shall meet on an annual basis and, in addition, on an as-needed basis to address any implementation issues and review available data concerning the implementation of this policy.

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14. SAVINGS CLAUSE

Notwithstanding any existing substance abuse prevention programs, if any provision of an existing department policy, rule, regulation, or resolution is inconsistent with or in conflict with any provision of this policy, this policy shall take precedence. Should any part of this policy be determined contrary to law, such invalidation of that part of this policy will not invalidate the remaining parts. If operational barriers arise that make implementation of any part of this policy impossible or impracticable, such operational barriers will not invalidate the remaining parts of this policy. In the event of a determination that a part of the policy is contrary to law or if operational barriers arise, the parties agree, with the intent of the parties hereto, to immediately meet and negotiate new provision(s) in conformity with the requirements of the applicable law, or which will remove the operational barrier. Should the parties fail to agree on a resolution, the matter will be submitted to binding arbitration using the factors set forth in Charter section A8.409-4(d), and, as appropriate, Charter section 8A.104(n). Otherwise, this policy may only be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence within Three (3) Years
Post-Accident and Reasonable Suspicion	Suspension of no more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC); SAPC may Recommend Treatment; ¹ Return to Duty Test.	Will be subject to disciplinary action greater than a ten (10) working- day suspension, up to and including termination except where substantial mitigating circumstances exist.
Refusal to Test or Alteration of Specimen ("Substituted," "Adulterated" or "Diluted")	Suspension of no more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC); SAPC may Recommend Treatment; ¹ Return to Duty Test.	Will be subject to disciplinary action greater than a ten (10) working- day suspension up to and including termination except where substantial mitigating circumstances exist.

¹. Employee may use accrued but unused leave balances to attend a rehabilitation program.

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

This checklist is intended to assist a supervisor in referring a person for reasonable suspicion/cause drug and alcohol testing. The supervisor must identify at least three (3) contemporaneous indicia of impairment in two separate categories (e.g., Speech and Balance) in Section II, and fill out the Section III narrative. In the alternative, the supervisor must identify one of the direct evidence categories in Section I, and fill out the Section III narrative.

~Please print information~

Employee Name: _____

Department: _____; Division and Work Location: _____

Date and Time of Occurrence: _____; Incident Location: _____

Section I – Direct Evidence of Drug or Alcohol Impairment at Work

- ___ Smells of Alcohol
___ Smells of Marijuana
___ Observed Consuming/Ingesting Alcohol or Drugs at work.

Section II

Contemporaneous Event Indicating Possible Drug or Alcohol Impairment at Work: (Check all that apply)

1. SPEECH:

- ___ Incoherent/Confused
___ Slurred

2. BALANCE:

- ___ Swaying
___ Staggering
___ Arms raised for balance
___ Reaching for support
___ Falling
___ Stumbling

3. AWARENESS:

- ___ Confused
___ Lack of Coordination
___ Sleepy/Stupor/ Excessive Yawning or Fatigue
___ An observable contemporaneous change in the Covered Employee’s behavior that strongly suggests drug or alcohol impairment at work. [Such observable change(s) must be described in Section III below.]
___ Paranoid
___ Cannot Control Machinery/Equipment

4. APPEARANCE:

- ___ Red Eyes
___ Constricted (small) Pupils
___ Dilated (large) Pupils
___ Frequent Sniffing

Section III – NARRATIVE DESCRIPTION

APPENDIX D

(MUST be completed in conjunction with Section I and/or Section II)

~Please print information~

Describe contemporaneous and specific observations regarding the Covered Employee's symptoms or manifestations of impairment which may include: (a) any observable contemporaneous change in behavior suggesting drug or alcohol impairment; (b) any comments made by the employee; (c) specific signs of drug or alcohol use; (d) recent changes in behavior that have led up to your contemporaneous observations; and (e) the name and title of witnesses who have reported observations of drug or alcohol use. [Attach documentation, if any, supporting your reasonable suspicion determination]

Section IV

In addition to completing the narrative in Section III above:

- For Section I, you will need to identify at least one (1) contemporaneous observations (**direct evident/sign(s) that occurs that causes you to test today**) regarding the manifestations of impairment to initiate a test; or
- For Section II, you will need to identify at least three (3) contemporaneous observations, (**signs that occur that causes you to test today**), in two (2) separate categories, regarding the manifestations of impairment to initiate a test.

Make note of date and time of the incident. Obtain concurrence of second supervisor and record their signature as noted.

Conduct a brief meeting with the employee to explain why he or she must undergo reasonable suspicion drug and alcohol tests. Escort the employee to the collection site. DO NOT LET THEM DRIVE.

Print name of first on-site Supervisor Employee Representative _____

Signature _____ DATE: _____

Print name of second Supervisor Employer Representative _____

Signature _____ DATE: _____

APPENDIX E: UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

- 1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
- 2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information

APPENDIX E

regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact

APPENDIX E

the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
 2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
 3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

APPENDIX E

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

APPENDIX E

ATTACHMENT A

Adult Probation	Department of Technology
Arts Commission	District Attorney's Office
Asian Art Museum	Ethics Commission
Airport Commission	Fine Arts Museum
Board of Appeals	Fire Department (Non-Sworn)
Board of Supervisors	General Services Agency
Office of Economic & Workforce Development	Health Service System
California Academy of Sciences	Human Rights Commission
Child Support Services	Juvenile Probation Department
Children, Youth and Their Families	Library
City Attorney's Office	Mayor's Office
City Planning Department	Office of the Assessor-Recorder
Civil Service Commission	Office of the Controller
Commission on the Status of Women	Office of the Treasurer/Tax Collector
Department of Building Inspection	Port of San Francisco
Department of Environment	Public Defender's Office
Department of Elections	Rent Arbitration Board
Department of Homelessness	SF Children and Families Commission
Department of Human Resources	SF Employees' Retirement System
Department of Police Accountability	War Memorial & Performing Arts

APPENDIX E

ATTACHMENT B

Airport	Municipal Transportation Agency
Department of Emergency Management	Public Utilities Commission
Department of Public Health	Recreation & Parks Department
San Francisco Public Works	Police Department (Non-Sworn)
Human Services Agency	

CITY AND COUNTY OF SAN FRANCISCO
IN INTEREST ARBITRATION PROCEEDINGS
PURSUANT TO CHARTER SECTIONS A8.409

International Brotherhood of /
Electrical Workers, Local 6, /
AFL-CIO /
Union /
and /
The City and County /
of San Francisco /
Employer /

OPINION AND AWARD

Board Members

Christopher D. Burdick:	Neutral Chairperson
Martin R. Gran	City Board Member
John Doherty	Union Board Member

Appearances

On Behalf of The Union:
Peter W. Saltzman, Esq.,
Leonard Carder, LLP,
600 Harrison Street,
San Francisco, CA,
94102

On Behalf of the Employer
Erik Rapoport, Esq.,
Deputy City Attorney,
1390 Market Street, 5th Floor,
San Francisco, CA, 94102

INTRODUCTION

The impasse between the parties came on for interest arbitration hearings on April 22 and May 9, 2019, at the Union Hall at 55 Filmore Street, San Francisco, pursuant to Section A8.409-4 of the Charter (“Charter”) of the City and County of San Francisco (“City”).

Christopher D. Burdick, an attorney at law and arbitrator/mediator, had been previously agreed upon by the parties to act as the neutral Chairperson of the Arbitration Board. Martin Gran, the Bay Area Rapid Transit District's Chief Labor Relations Officer, was selected by the Employer as its Board Member; and John Doherty, Business Manager of the International Brotherhood of Electrical Workers, Local 6, AFL-CIO ("IBEW", "Local 6" or "The Union") was selected by the Union as its Board Member. As anticipated by the charter, the parties also agreed in informal mediation sessions on April 10, 23, 26 and May 8, 2019.

The City was represented in mediation and at the arbitration hearings by Erik Rapoport, Esq., Deputy City Attorney. The Union was represented by Peter W. Saltzman, Esq., of Leonard, Carder, PC. The hearing was recorded by a Certified Shorthand Reporter, and the parties were afforded the full opportunity to present and call witnesses, to cross-examine the witnesses of the other party, and to present evidence and arguments in support of their positions. After conclusion of the evidentiary hearing on May 9, the parties elected to submit their last, best, and final offers (LBFO") electronically on the morning of Saturday, May 11.

I

TENTATIVE AGREEMENTS AND OPEN ISSUES

Prior to and during the hearing, the parties had been able to arrive at the following tentative agreements:

- City 1 (Union Security)
- City 3 (Gender Pronouns)
- City 4 (Bulletin Boards)
- City 6 (Jury Duty)
- City 8 (Non-Discrimination)
- City 9 (Personnel Files)
- City 10 (Probationary Period)

City 12 (Union Access)
City 14 (Grievance Procedure)
City 15 (Paperless Pay Policy)
City 16 (Substance Abuse Prevention Policy)
City 20, 25 & 28 (Appendix B)
City 21 (Apprenticeships)
City 22 (Airport Employee Commute Program)
City 30 (Compensatory Time)
City 33 (Bilingual Pay)

Union 2 (Certification Premium)
Union 5 (Underwater Diving Premium)
Union 14 (Hetch Hetchy Meals)
Union 19 (Safety Shoes)
Union 20 (Work Clothing)
Union 23 (Hours Between Shifts)
Union 24 (Night Duty Differential)
Union 25 (Overtime Eligibility)
Union 28 (Airport Pager Pay)
Union 37 (Tuition Reimbursement)
Union 33 & 39 (Labor Management Committee)

TA (Step Clean Up)

Side agreement to include compensation schedules in MOU

The Board approves each of these tentative agreements and directs their inclusion into the new Collective Bargaining Agreement for the 2019-2021 term.

At the conclusion of the evidentiary hearing, several matters were submitted to the Board for final and binding, arbitral resolution. They are described more fully hereinafter and will be referred to, for the purposes of this Award, as follows:

Equity Adjustments for Certain Classes and Class Series

Wages

II

RELEVANT CHARTER PROVISIONS

Under the Charter, unresolved differences in negotiations between the City and a recognized employee organization which persist to the point of impasse are submitted to final and binding interest arbitration, to be heard and decided by a three-member board. The City appoints one member thereto, the union appoints its member, and those two members select a third, neutral person to chair the board.

Charter Section A8.409 requires the arbitration board to decide each issue in dispute by

“selecting whichever last offer of settlement on that issue it finds by a preponderance of the evidence submitted during the arbitration most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms of conditions of employment of employees performing similar services; the wages, hours, benefits and terms and conditions of employment of the employees in the city and county of San Francisco; health and safety of employees; the financial resources of the city and county of San Francisco, including a joint report to be issued annually on the City’s financial condition for the next three fiscal years from the Controller, the Mayor’s budget analyst and the budget analyst for the board of supervisors; other demands on the city and county’s resources including limitations on the amount and use of revenues and expenditures; revenue projections; the power to levy taxes and raise revenues by enhancements or other means; budgetary reserves; and the City’s ability to meet the costs of the decision of the arbitration board.”

This Charter interest arbitration system is referred to in the labor world as “issue-by-issue, baseball arbitration.” The Charter’s arbitration board may only select the offer on each disputed issue made by one party. The Board may not modify or alter, to its choosing, any proposal but may approve only one of the competing proposals on each subject still at impasse.

III

LAST, BEST, AND FINAL OFFERS/DEMANDS OF THE UNION

The last, best, and final offers (“LBFO”) of Local 6 on these disputed Issues (described more fully hereinafter) were as follows:

WAGES

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

105. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.
106. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Unit-Wide Base Wage Increases

107. All members of the bargaining unit shall receive the following base wage increases:

Effective October 11, 2014: ~~3%~~

Effective October 10, 2015 ~~3.25%~~

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as $(2.00\% \leq \text{CPI U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI U, the Controller's Office shall use the Consumer Price Index—All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

108. Effective July 1, 2015, the following classification shall receive the specified internal adjustments:

7338 Electrical Line Worker: 3.4% wage increase

107a. Effective July 1, 2019: 3.0 %

107b. Effective December 28, 2019: 1.0 %

107c. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

107d. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021. If the Comprehensive Annual Financial Report for the year ended June 30, 2019, as prepared by the Controller, details an excess of revenues over expenditures in the CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS that exceeds \$350 million, then the base wage adjustment of 0.5% due on January 1, 2021, will be moved forward by three (3) months and be effective the pay period including October 1, 2020.

- 107e. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.**
- 107f. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022. If the Comprehensive Annual Financial Report for the year ended June 30, 2020, as prepared by the Controller, details an excess of revenues over expenditures in the CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS that exceeds \$350 million, then the base wage adjustment of 0.5% due on January 1, 2022, will be moved forward by three (3) months and be effective the pay period including October 1, 2021.**

INTERNAL ADJUSTMENTS

Last Offer of Settlement on Electrician Class Series

Classes 7345, 7238 and 7276 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>	<u>6/30/22</u>
1.0%	1.0%	1.75%

Last Offer of Settlement on Airport Electrician Class Series

Classes 9420, 9241 and 9242 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>	<u>6/30/22</u>
1.0%	1.0%	1.0%

Last Offer of Settlement on Communication Line Supervisors

Classes 7257 and 7273 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>
1.7%	1.7%

Last Offer of Settlement on Power Generation Technician Series

Classes 7482 and 7484 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>	<u>6/30/22</u>
1.0%	1.0%	1.0%

Last Offer of Settlement on Lighting Fixture Maintenance Worker

Class 7510 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>
1.0%

IV

CITY LBFO

The Last Best and Final offers of the City, on the separate Issues it raised were as follows:

ISSUE #1: ARTICLE III. A – WAGES

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

105. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.
106. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Unit-Wide Base Wage Increases

107. All members of the bargaining unit shall receive the following base wage increases:

~~Effective October 11, 2014: 3%~~

~~Effective October 10, 2015 3.25%~~

~~Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as $(2.00\% \leq \text{CPI U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI U, but no less than 2% and no greater than 3%, plus 0.25%.~~

~~In calculating CPI U, the Controller's Office shall use the Consumer Price Index — All Urban Consumers (CPI U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.~~

~~Effective July 1, 2017, represented employees will receive a base wage increase of 3%.~~

~~Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.~~

Internal Adjustments

- ~~108. Effective July 1, 2015, the following classification shall receive the specified internal adjustments:~~

~~7338 Electrical Line Worker: 3.4 % wage increase~~

107a. Effective July 1, 2019: 3.0 %

107b. Effective December 28, 2019: 1.0 %

107c. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

107d. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

107e. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.

107f. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

EQUITY ADJUSTMENTS

The City general position is that no internal equity adjustments are supported or justified by Charter criteria but, in an effort to reach a peaceable resolution, it did make the following LBFO equity proposals in response to three of the Union's proposals:

Issue 3: Article III. A – Internal Adjustments – Airport Electrician Series: 9420, 9241, 9242

Effective July 1, 2019, employees in classes 9240 Airport Electrician, 9241 Airport Electrician Supervisor, and 9242 Head Airport Electrician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

Issue 4: Article III. A – Internal Adjustments – Communication Line Supervisors I and II: 7257 and 7273

Effective July 1, 2019, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

Issue 5: Article III. A – Internal Adjustments – Power Generation Class Series: 7482, 7484

Effective July 1, 2019, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

V

UNION JUSTIFICATION FOR ITS LBFOs

WAGES

As John Doherty testified, the proposed ‘on-ramp’ counters the City’s ‘off-ramp’ language, which permits the City to delay the 3.0% wage increases by 6 months because of projected shortfalls in fund balances. The ‘on-ramp’ proposed by the Union is much more disciplined than the City’s ‘off-ramp’: it applies only to the smaller (0.5%) wage increases, is triggered only by actual (rather than projected) financial results, and moves wage increases by only 3 (rather than 6) months.

In previous negotiations, Local 6 had objected to the City’s one-sided ‘off-ramp’ language, leading to the letter from Micki Callahan to Kevin Hughes, dated January 18, 2017 (Union Exhibit K). Although the City arguably had some justification for an ‘off-ramp’ at that time, no such justification exists today. Even without the testimony provided by the Union’s expert witnesses, the City’s own financial evidence plainly

shows that it has never been in better financial condition. It cannot be disputed that the level of financial risk the City faces today is far, far lower than during those earlier contract terms, and the fact that the City has proposed ‘off-ramp’ language in good times as well as bad suggests an intention to make this a permanent feature of the parties’ collective bargaining agreements, just as the Union had feared. It is therefore of particular importance to insert a modest counterbalance in the form of the ‘on-ramp’ proposed by the Union.

The City offered no compelling reason to reject the ‘on-ramp’. Steve Ponder testified that the cost to the City would be only \$50,000 in either or both of the two years in which a 0.5% wage increase is scheduled, and then only assuming that the City’s fund balances were to increase by over \$350 million (a remote contingency that would only further strengthen the City’s ability to meet the cost of the proposal). In truth, the expected cost of the ‘on-ramp’ is de minimis. Mr. Ponder also expressed a concern about parity with other labor contracts in the City, but each of those contracts contains features that others do not, and the ‘on-ramp’ is no different.

EQUITY ADJUSTMENTS

Last Offer of Settlement on Electrician Class Series

Classes 7345, 7238 and 7276 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>	<u>6/30/22</u>
1.0%	1.0%	1.75%

Charter Factors

- (a) *Wages, hours, benefits and terms and conditions of public and private employment.*

Union Exhibit P (together with Union Exhibit H) demonstrates the wide and fast-growing disparity between public and private employment in the electrical industry. Taking prevailing wage rates as a measure of wage rates in the private sector, Exhibit P shows that in most Bay Area jurisdictions public sector wages (at full-time employment) are considerably lower than wages in the private sector (at less than full-time employment). In particular, the exhibit shows that wages for Class 7345 are 80% of the applicable prevailing wage rate, which is the fourth lowest percentage out of 35 jurisdictions. Taking total compensation into account reduces that percentage to 77%, *the lowest percentage of all*. Exhibit H shows that this disparity will only worsen as recently negotiated wage increases in the private sector take effect.

As Union witnesses Steve Shea, the Head Airport Electrician at S.F. International Airport, and Gene Welch, Supervisor II at Water Treatment, testified, over the past five years the large disparities between public sector and private sector wages have contributed to a paucity of qualified 7345 Electricians to fill the many vacant positions within City departments. They noted that approximately 20% of all funded positions remain unfilled, making it impossible to complete job orders for deferred maintenance, and that in several cases the only way they have been able to obtain qualified journey-level electricians is through internal transfers. Of 19 applicants on a recent 7345 Civil Service list, Shea testified, over half interviewed by the Airport were unqualified. Similarly, Douglas Lindsay testified about the increased need for on the job training among new Class 7345 Electricians due to the lack of qualified applicants.

- (b) *Changes in the average consumer price index for goods and services.*

Union Exhibit F shows that wages for Class 7345 Electricians have trailed the CIP-U in the past five years by 0.2%, *and in the past 10 years by nearly 10%*.

(c) *Wages, hours, benefits and terms of conditions of employment of employees performing similar services.*

Union Exhibit P demonstrates that wages for Class 7345 Electricians are at the 75th percentile of journey-level employees in the 35 jurisdictions listed there, and below the 50th percentile (i.e., lower than the mean) if benefits are included. Yet, as Doug Lindsay and other witnesses testified, work that San Francisco Electricians perform far outstrips that of their counterparts in the other jurisdictions in both variety and complexity. In particular, Class 7345 Electricians perform work on an extraordinarily wide variety of infrastructure and electrical systems that are found nowhere else, and they commonly perform high voltage work that other journey-level electricians do not perform. The Union's proposed equity adjustments would provide a modest increase in salary to reward and incentivize journey level electricians to take on this difficult work.

(d) *Wages, hours, benefits and terms and conditions of employment of the employees in the City and County of San Francisco.*

Union Exhibit G demonstrates the fact that Class 7345 Electricians earn approximately 4% less than their journey-level counterparts in the Plumber and Sheet Metal classifications. As John Doherty testified, this disparity exists despite the fact that salaries for the corresponding Inspector classes in the three trades are essentially equal.

(e) *The financial resources of the city and county of San Francisco; other demands on the city and county's resources including limitations on the amount and use of*

revenues and expenditures; revenue projections; the power to levy taxes and raise revenues by enhancements or other means; budgetary reserves; and the City's ability to meet the costs of the decision of the arbitration board.

There can be no serious question concerning the City's ability to meet the cost of the Union's last offer. Again, the City's own evidence makes clear that San Francisco has never been in better financial condition. Moreover, as Dr. Christopher Thornberg's report (Union Exhibit A) shows, San Francisco is highly likely to see between \$1.02 and \$1.37 billion in total revenue growth over the next five years, compared to the \$690 million in revenue growth projected by the City. (See "Revenue Forecast for San Francisco City", 3rd slide from the end: "SF Revenue Outlook".) Furthermore, Robert Brownstein testified in detail about the unique financial position the City and County of San Francisco enjoys with respect to property taxes and other local taxes, anticipated ERAF refunds from the state, and unusually high reserve levels. (See Union Exhibit B.)

Finally, it is important to note that nearly 30% of the IBEW Local 6 bargaining unit work at S.F. International Airport and over one-third work at S.F. Public Utilities Commission, both enterprise departments with their own revenue sources and both in extremely strong financial positions. (See Union Exhibit D.) The City presented no evidence concerning the financial condition of the enterprise departments, and certainly none that would suggest the slightest risk to those departments from the very small increase in costs resulting from the Union's last offer of settlement.¹

2. Last Offer of Settlement on Airport Electrician Class Series

Classes 9420, 9241 and 9242 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>	<u>6/30/22</u>
1.0%	1.0%	1.0%

¹ The Union incorporates this comment on the City's financial resources into each of the following statements in support of its last offers of settlement.

Statement in Support:

Steve Shea testified about the dramatic increase in Airport construction and infrastructure and corresponding increase in volume of work for Airport electricians. In addition, he noted, Airport Electricians are now required to do the energized work that contractors used to, but no longer, do due to concerns over potential liability. At the same time that the volume of work has increased, Shea noted, his crew has decreased in number, as several electricians have left the Airport for private sector work or work at PG&E, and it has become increasingly difficult to find qualified electricians to fill the jobs who are not already employed by the City. Mr. Shea noted that he has had to obtain qualified journey-level electricians to fill seven 9240 positions through internal promotions of incumbents in the 7345 Electrician classification (“robbing Peter to pay Paul”, as Shea put it). The City’s wages are simply not competitive enough with jurisdictions that employ similar highly skilled, medium and high voltage, electrical workers.

With respect to Charter factor (b) (CPI) listed in the first offer of settlement above, Union Exhibit F shows that Airport Electricians are (like Class 7345 Electricians) nearly 10% behind the CPI-U over the past 10 years. As to factor (c) on comparables, the Union’s surveys (City Exhibit 20; Union Exhibit T) show only two comparable jurisdictions for the Airport Electricians: Port of Oakland and City of San Jose. The Class 9240 Airport Electrician is under the average of the two. (The City’s survey -- City Exhibit 36 -- omits the Port of Oakland, a clear match, and instead includes Marin County, which clearly is not a match for the work done by Airport Electricians.)

3. Last Offer of Settlement on Power Generation Technician Series

Classes 7482 and 7484 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>	<u>6/30/22</u>
1.0%	1.0%	1.0%

Statement in Support:

As Michael Nederostek testified, Class 7482 and 7484 Power Generation Technicians perform out of class supervisory duties on a regular basis, yet earn no additional compensation for those duties. Indeed, PUC (which operates Hetch Hetchy Regional Water System) has adopted a policy that assigns supervisory duties to Class 7482 and 7484 Techs whenever a Supervisor (of whom there are few) is on vacation or sick. The policy states that it is the preference of the Department “that there is an Operator on shift at all times that has accepted the responsibilities of Shift Supervisor in the absence of the regularly scheduled Supervisor.” (Union Exhibit L)

With respect to Charter factor (c) on comparables, Mr. Nederostek testified that the City of Santa Clara is the only Bay Area jurisdiction with a comparable classification, although others exist elsewhere in the state (Sacramento Municipal Utilities District, Northern California Power Agency, and the City of Roseville). (See Union’s surveys, City Exhibit 20; Union Exhibit T.) San Francisco Power Generation Techs earn substantially less than the average of these other districts: indeed, they earn less than *every single one* of them. (The City attempted with Exhibit 35 to counter this evidence with a survey that included the City of Santa Rosa. As Mr. Doherty testified, however, the cited classification in Santa Rosa is not at all comparable to not to Class 7482; it is, rather, comparable to class 7318 in San Francisco.)

4. Last Offer of Settlement on Communication Line Supervisors

Classes 7257 and 7273 will receive equity adjustments to base salary on the dates and in the amounts listed below:

<u>12/28/19</u>	<u>7/1/21</u>
1.7%	1.7%

Statement in Support:

As noted in mediation and at hearing, the Union seeks this 3.4% equity increase for the Communication Line Supervisors in order to re-establish the historic wage differentials in the 7338-7257-7273 class series (11.30% between the 7338 and 7257

classes, and 11.47% between the 7257 and 7273 classes). The 7338 class received an internal adjustment in 2015, which reduced the 7338-7257 differential to 7.68%. (See 2014-2019 MOU, Union Exhibit R; email from John Doherty to Chris Burdick, May 10, 2019.) The Union's proposal is intended to correct the wage compaction that resulted.

**5. Last Offer of Settlement on Lighting Fixture Maintenance Worker
Class 7510 will receive equity adjustments to base salary on the dates and in the amounts listed below:**

12/28/19

1.0%

Statement in Support:

As noted at hearing, the Union seeks this 1% increase to compensate Lighting Fixture Maintenance Workers closer to the level the City pays Window Cleaners (Class 7392 – see Union Exhibit N) who have duties that are similar to Class 7510.

VI

CITY JUSTIFICATION FOR ITS WAGE PROPOSAL

The City's believes its Wage proposal is fair, sustainable, and based on credible evidence. In contrast, Local 6's economic demands rest on an unwillingness to recognize the other significant demands on the City's resources. The core function of the City is to serve and support the people of San Francisco. While the City is committed to continuing to provide competitive wages and benefits for its employees (by ensuring income security and robust benefits both during employment and in retirement), excessive wages and benefit improvements come at the expense of critical City services and programs. The City's wage proposal most nearly conforms to the Charter factors this Board must consider in deciding between the parties' final offers.

While the Union's LBFO essentially mirrors the City's LBFO economic terms set forth above, it adds an "on-ramp" pushing up the 0.5 percent wage increases due on December 26, 2020 and January 8, 2022, respectively, by approximately 3 months in the event that the City's Comprehensive Annual Financial Report ("CAFR") details an excess of revenues over expenditures in the changes in fund balances of governmental funds that exceeds \$350 million. The Charter criteria caution against this "on-ramp" for the following reasons:

The wages, hours, benefits and terms and conditions of employment of other City employees

The City's wage proposal best conforms to existing, recently closed City MOUs, while the Union's proposal far outpaces the base wages for those other City employees. As Steve Ponder testified at arbitration, the City's LBFO set forth above has either been agreed to, or awarded through arbitration, at every other City 2019 bargaining table to date. (Arbitration Transcript ("Tr."), p. 18-19; Exhibit 18.) Approving the Union's wage proposal would set the Union ahead of other City employees in terms of base wage increases. (See costing of Union wage proposal as compared with City proposal per arbitrator request attached hereto.)

The Union LBFO sets the "on-ramp" trigger based on the City CAFR, not the "Joint Report" the City relies on for its off-ramp trigger, and the Union never identified what CAFR schedule would measure the revenues over expenditures, or whether there was such a schedule in the first place. The City only makes revenue vs. expenditure projections for the General Fund in the Joint Report, whereas the CAFR governmental funds include more than just the general fund, e.g.: General Fund, Special Revenue Funds (like DBI, baseline funds, and all grant funds), Capital Funds and Debt Service funds. The City added off ramp language in the event of an economic down turn. Adding on ramp language does not balance out the off-ramp language and applying on-ramp language would negatively impact the City's budget midyear which gets set for the entire year each fiscal year on July 1.

The City wage proposal is consistent with the 2018 City negotiated successor MOUs with the San Francisco Police Officers Association (“POA”), the San Francisco Fire Fighters Association, Local 798; the Municipal Executives Association – Police; and the Municipal Executives Association – Fire (collectively, the “Safety Unions”). As demonstrated by the chart below, the City’s wage proposal in this current proceeding exceeds the final base wage increases in the Safety Unions’ MOUs. In addition, the Safety Unions MOUs include the same “off-ramp” provision in the later years of the MOUs, to guard against a significant recession. (*See* Safety Union MOU excerpts included in City’s request for arbitral notice filed herewith.) The City has similarly included an “off-ramp” in its current wage proposal, for the same reason.

Fiscal Year	Police Unions’ Wages	Fire Unions Wages	Current MOU Wages	City Wage Proposal
2018-2019	July 1, 2018 – 3%	July 1, 2018 – 3%	July 1, 2018 – 3%	--
2019-2020	July 1, 2019 – 3%	July 1, 2019 – 3%	--	<ul style="list-style-type: none"> • July 1, 2019 – 3% • December 28, 2019 – 1%
2020-2021	<ul style="list-style-type: none"> • July 1, 2020 – 2% with off-ramp to pay period including January 1, 2020 • January 1, 2021 – 1% with off- 	July 1, 2020 – 3% with off-ramp to pay period including January 1, 2021	--	<ul style="list-style-type: none"> • July 1, 2020 – 3.0% with off-ramp to December 26, 2020 • December 26, 2020 – 0.25% with off-ramp to COB June 30, 2021

	ramp to pay period including June 30, 2021			
2021-2022	--		--	<ul style="list-style-type: none"> • July 1, 2021 – 3% with off-ramp to January 8, 2022 • January 8, 2022 – 0.25% with off-ramp to COB June 30, 2021

The Arbitration Boards for Safety Union bargaining determined the wages for Safety Unions – which are lower than the City’s proposal here – appropriately balanced the Charter factors and evidence. For example, the Arbitration Board at the POA/City negotiations noted that the award “reflects the need to have employees maintain pace with cost of living increases particularly when economic conditions are robust.” (See POA Arbitration Award at p. 2) That Board found the award “maintain[ed] competitive comparability with other Bay Area urban police departments while understanding the need of the City to be fiscally responsible and maintain a high level of services for its citizens.” (*Id.* at p. 2.) In addition, at the POA table, the evidence showed recruitment and retention issues and that the POA was behind comparable agencies for certain premium pays. Such special considerations are not present here, where employees are at or above market compared to comparable employees in other jurisdictions, and there are no recruitment and retention considerations.

Changes in the average consumer price index for goods and services

The Board can consider specific equity adjustments separately and individually, by classification or classification series, based on applicable comparability data, but a base wage increase is designed to ensure a sufficient wage to keep up with increases in

the cost of living. The CPI evidence strongly supports the City's wage proposal, which actually exceeds anticipated CPI in each year of the successor MOU, and particularly in year one. Michelle Allersma testified that for the next three years beginning July 1, 2019, the City projects CPI of 2.97%, 2.79% and 2.94%, based on average projections of the California Department of Finance SF Area CPI and Moody's SF Metropolitan Statistical Area CPI. (City Exhibit 1 - Allersma Declaration ("Dec.") p. 16; Exhibit 2, slide 31.) Ms. Allersma described why the City uses this average and how accurate it has been historically. In fact, the City's CPI projections over the past 12 financial reports have slightly exceeded actual CPI. (Allersma Dec., p. 16; Exhibit 2, slide 32.) The Union provided no evidence to dispute the City's projected CPI evidence.

To the extent that historical CPI data is relevant at all, Ms. Allersma testified that the wage increases provided to City employees over the five-year term of the current MOU (with a rollover in 2017) have tracked CPI. (Allersma Dec.; Exhibit 2, slide 30.) These employees have not fallen behind CPI, as they appear to believe.

The City's financial resources, including the Joint Report on the City's financial condition; revenue projections; the power to levy taxes and raise revenue; and budgetary reserves

The Joint Report summarizes the City's projected revenues and expenditures for the next five years and highlights a growing "structural deficit" over those years, with revenue growth (14%) significantly outpaced by growing expenditures (27%). (See Allersma Dec.; Exhibit 2, slide 6, and Exhibit 6, Joint Report, p. 2.) The cost of employee salaries benefits, and in particular the growing cost to fund pensions, drives this structural deficit. (See Allersma Dec.; Exhibit 2, slides 10-13.) If the City provided no cost of living wage increase or other economic improvement in this successor MOU, increased pension and health benefits would still cost the City 1.42%. (Allersma Dec.; Exhibit 2, slide 14.) The Board must consider this built-in cost in assessing the true and complete cost of the parties' wage proposals and other economic improvements to avoid the structural deficit.

The Union's economic experts testified about the City's (admittedly) strong revenues but diminish completely expenditures. Every budget has revenues and expenses, and while revenues are currently strong, projected expenditures exceed them. A recession will dramatically reduce revenues and exacerbate the structural deficit. While the City's fiscal projections do not assume any recession in the next five years, Ms. Allersma testified that nonetheless there is significant recession risk, as the current expansion is the second longest since 1945 and by July 1 of this year, it will be the longest ever. (Allersma Dec.; Exhibit 2, slides 19-24.) Christopher Thornberg, a Union expert, conceded that an economic downturn is a reality and he made the following statement in 2017:

“Economic downturns are not a what-if phenomenon; they’re a reality, and preparing for them can be seen as an implicit responsibility for municipalities in service of their residents. This follows the same reasoning as for earthquake preparation, you never know when it will happen, only that it will happen, and you want to make sure your house doesn’t fall down when it does.”

(Exhibit 12, p. 13.)

In addition, Dr. Thornburg's reports to Contra Costa County are similarly filled with cautionary language regarding the Bay Area's economic future. (Exhibits 10 and 11.) This serious recession risk is the reason the City proposed an “off-ramp” for the second and third years of its wage proposal, to delay wage increases by six months when the City faces a serious deficit (over \$200 in the applicable Joint Report), almost certainly due to recession. This provision does not deprive employees of a cost of living increase, but reasonably delays it to allow the City to adapt to challenging economic circumstances, and make the hard choices a recession will require.

Robert Brownstein, another Union economic expert, testified that the City is awash in revenues, and in the event of a recession or other economic calamity, it could simply cancel contracts and raise taxes as a means of financing wage increases. He was

critical of the City's failure to consider revenues that might be generated from pending legislation in Sacramento regarding Proposition 13, assumes that the ERAF funds will always be available, and assumes the IPOs from various technology firms based in San Francisco will yield even more revenues, which the City does not consider in its projections as available for possible use. But Ms. Allersma testified that uncertainty of payroll tax revenues resulting from IPOs make it irresponsible to rely on a speculative revenue source for ongoing expenses, such as wages. In the past Dr. Thornberg agreed regarding IPOs, telling The Chronicle on April 7, 2019, that "Newsom's budget suggests he's channeling his inner Jerry Brown and wants to be a fiscal conservative. Hopefully he'll continue doing something logical using windfalls to fill a hole as opposed to starting new programs that will come back to haunt us when we have the next recession." (Exhibit 9, p. 7.) The City believes it is channeling Governor Brown, not the Union's experts.

Many General Fund contracts are for nonprofit services that assist the most vulnerable residents of San Francisco dealing with homelessness, affordable housing, clean streets, and so on, but cutting those contracts would be irresponsible. Allersma testified that the City has no prior experience with ERAF, which could be revised by the State legislature and is therefore too risky and uncertain to rely on in budgeting for the provision of ongoing City services and payroll. A recession during the term of this successor MOU would stress the City's legally required reserves, including the Rainy Day Reserve and the Economic Stabilization Reserve. (Allersma Dec.; Exhibit 2, slide 23.) These voter mandated serves are legally restricted and hedge against major displacement of City services and employment in a downturn. If the next recession hits, and the City drains its reserves, it will have an anticipated additional shortfall of over \$300 million, due to decreased tax revenue (estimated \$856 million loss) and increased pension contributions (estimated \$243 million increase). (Allersma Dec.; Exhibit 2, slides 22, 24.) Maintaining the reserves and controlling costs ensures the City is as prepared as possible for the inevitable future economic downturn.

Finally, Ms. Allersma described the voter-established multiple “baselines” that limit available discretionary funds. (Allersma Dec.; Exhibit 2, slide 15.) Of course, there have been mixed results of tax measures at the ballot, and we have the new risk that federal State and Local Tax “SALT” tax changes may reduce voters’ willingness to support additional taxes. (Allersma Dec.; Exhibit 2, slide 27.) The City must constrain expenditure growth to ensure fiscal stability and the ability to meet existing and future financial obligations.

Other demands on the City and County's resources

The Mayor and Board of Supervisors have made their top City priorities: addressing homelessness and affordable housing shortages; providing safe and clean streets; and addressing behavioral and mental health and substance abuse issues. City residents’ priorities align with those of City policymakers. (Kirkpatrick Dec.; Exhibit 4, slides 39-41.) The City wants to cure critical infrastructure improvements, renewals and maintenance, plus significant deferred technology and equipment upgrades and purchases remaining from the Great Recession. (Kirkpatrick Dec.; Exhibit 4, slide 45.) In addition, the City is funding three new voter-approved measures for childcare, teacher wages, and programs and services for the homeless. (Kirkpatrick Dec.; Exhibit 4, slide 48.) Allersma testified that a 1% wage increase Citywide for employees covered by the open City contracts exceeds \$39 million (exclusive of open SFMTA service critical MOUs, which will have additional new costs to the City). (Allersma Dec.; Exhibit 2, slide 33.) The Board must weigh every budgetary decision— every quarter percent, half percent, and full one percent – against its effect on other essential City demands and priorities. Spending funds on wages and benefits, in particular above and beyond projected CPI, reduces funding for these other priorities at the heart of the City’s obligation to serve and support City residents, including the most vulnerable members of the San Francisco community.

The wages, hours, benefits and terms and conditions of employment of employees performing similar services

The City’s wage proposal most nearly conforms to wages of other public employees, again supporting a decision to select the City’s wage proposal. A Bay Area Wage Increase Survey presented by Steve Ponder, Director of Classification and Compensation at DHR, shows that during the past five years, City base wage increases have exceeded the average wage increases provided by other public employers. In addition, the City’s current wage proposal exceeds known wage increases in future years at those other public employers. (See City Exhibit 15.)

Year	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-9	FY 19-20	FY 20-21	FY 21-22
Average	1.67%	2.91%	2.56%	2.66%	2.49%	2.31%	2.88%	--
City	3.0%	3.25%	3.25%	3.0%	3.0%	3%/1%	3.0%/0.5%	3%/0.5%

Evidence at arbitration established that the wages for Local 6 members are at or above market for employees performing similar work. (Exhibits 34; 36; and Q.) Mr. Ponder also testified about the impact of Charter Section A8.409-8 on these proceedings. That section provides that “... for the fiscal year commencing July 1, 2010, and ending on June 30, 2011, and every year thereafter, in any mediation/arbitration proceeding under A8.409-4, the mediation/arbitration board *shall recognize as wages the ongoing economic expenditures made by the City and County beginning, during and continuing beyond fiscal year 2009-2010*, as a result of this Charter Amendment submitted to the voters at the June 3, 2008 election when evaluating any economic proposals contained in a last offer of settlement by either party.” (Exhibit Q.) Ponder testified that the value of the wages the Arbitration Board must consider under A8.409-8 is 2.9%, a number from the Retirement System actuary and the Board must recognize and consider this amount in evaluating the proposals, as required by the Charter. The Board should consider the

1.42% “standing still” cost already built in by existing health and retirement benefits.
(Allersma Dec.; Exhibit 2, slide 14.)

VII

CITY JUSTIFICATION FOR ITS EQUITY ADJUSTMENT PROPOSALS

Issue 3: Article III. A – Internal Adjustments – Airport Electrician Series: 9420, 9241, 9242

Effective July 1, 2019, employees in classes 9240 Airport Electrician, 9241 Airport Electrician Supervisor, and 9242 Head Airport Electrician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

The Union proposes a 4.0% equity increase – with 2.0% in the first year and 2.0% in the second year - for each of the three Airport Electrician classification series (9420, 9241 and 9242), whereas the City believes that a one-time 2% equity increase front-loaded in year one better reflects Charter factors. The Union bears the burden of proving its proposal is justified, but its external comparability evidence essentially relies on one other jurisdiction – the Port of Oakland, the highest paid jurisdiction in the Bay Area. Just like Santa Clara County, the Port is an outlier and there is no justification for pegging the City Airport Electrician classification series to this single employer. Steve Ponder, DHR Classification and Compensation Director, confirmed that the City’s standard salary survey data showed that the City’s compensation for this series was ahead by 6.97% after taking into account the 2.9% Proposition B wage adjustment, and the Union conceded that the comparable average wage for this job class was \$122,321 – the average of the Port of Oakland and the City of San Jose – Union Exh. X. Thus, the current 9240 class salary of \$120,588 is just a 1.5% less than the \$122,321 average in the Union’s comparison chart. (City Exhibit 36 and Union Exhibit X.) In addition, the comparable PG&E class is paid at \$116,002, well below the City 9240 salary. (City Exhibits 36 and 37.) The City’s front-loaded 2% LBFO is supported by the Charter when coupled with the City’s base wage increase of 11% (against a projected CPI increase of 9% over the next three years, which generates an additional 2% over and above CPI). Thus, the City’s LBFO of 2% in year one for the 9340 Airport Electrician job classification series better

reflects the Charter factors and the Board should accept City's LBFO and reject the Union's LBFO.

Issue 4: Article III. A – Internal Adjustments – Communication Line Supervisors I and II: 7257 and 7273

Effective July 1, 2019, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

The Union proposes a one-time 3.4% equity increase for 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor I. The sole Union evidence at arbitration was Paragraph 108 of the MOU, where by the City provided a one-time 3.4% internal adjustment to the Electrical Line Worker classification - 7338. (Union Exhibit J.) The 7338 job description was never introduced at arbitration. The City should not be punished for agreeing to a 3.4% internal adjustment in one job class and then having that internal adjustment used as the sole argument for forcing the City to agree to two more adjustments at a later date without any other supporting evidence.

Moreover, on the first day of arbitration, the Union was ordered to identify all of the data it intended to rely on in support of its equity adjustments. On April 29, 2019, the Union sent an email identifying four job classes with supporting data. The 7257 and 7273 classes were not included. Subsequently, two days before arbitration, the City sent an email to the Union, ccing the arbitrator, stating that the City was assuming that these were all of the job classes the Union was pursuing and asking the Union to confirm. The Union did not respond, and instead chose to move forward with an equity proposal for these job class at arbitration based on: (i) an MOU argument it had never identified to the City prior to May 9; and (ii) no discussion at arbitration of the 7338 Electrical Line Worker position and its relationship to the 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor I job classes. In other words, the City has been prejudiced by the Union's failure to provide timely identify this job class and the basis for this equity adjustment request with the result that the City did not have any time to gather evidence – based on both internal or external wage survey data – to evaluate the

proposed equity adjustment. In spite of the lack of underlying factual evidence, and for the sake of improved labor relations, the City is willing to submit a front-loaded LBFO one-time two (2%) percent equity adjustment. The City believes that this equity increase better reflects Charter factors and thus the Board should accept the City's LBFO and reject the Union's LBFO.

Issue 5: Article III. A – Internal Adjustments – Power Generation Class Series: 7482, 7484

Effective July 1, 2019, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

The Union proposes a 3.0% equity increase – with 1.5% in the first year and 1.5% in the second year - to the base wage of employees in each of the two Power Generation classification series (7482 and 7484). The City believes that a one-time 2% equity increase front-loaded in year one better reflects what is justified under the Charter factors. The Union's evidence in support of its equity increase relies on other jurisdictions outside of the 9 Bay Area jurisdictions the City uses for its wage survey data, with the sole exception of the City of Santa Clara - the highest paid jurisdiction in the Bay Area. Steve Ponder testified that the City's standard salary survey data showed that the City was behind by 3.18% after taking into account the 2.9% Proposition B wage adjustment. But this figure must be considered in the context of the City's proposed, front-loaded 2% LBFO combined with a base wage increase of 11% against a projected CPI increase of 9% over the next three years – i.e., a base wage increase which adds another 2% over and above CPI. The Union conceded that it did not know whether the other jurisdictions guarantee pre-scheduled overtime of 160 hours per year and subsidized housing, a serious (albeit somewhat dated and shabby) benefit which the Union failed to take into account. The City's front-loaded 2% LBFO on top of the 11% three-year base wage increase (2% greater than projected CPI) better reflects the Charter factors and the Board should accept the City's LBFO and reject the Union's LBFO.

VIII

THE HEARING TESTIMONY AND EVIDENCE

A. The IFPTE Local 21/SEIU Local 1021 Wage Agreement

On or about Thursday, April 25, the City and Local 21 of the International Federation of Technical, Professional, and Engineering employees (“Local 21”) reached a tentative agreement (“TA”) on a three-year wage package, the first such agreement the City had reached in 2019 for a long-term agreement with a large, significant union representing many, many job classes. Shortly thereafter Service Employees International Union Local 1021 (“Local 1021”) reached an identical agreement, and within the next week or so practically every other City labor organization adopted (most of them quite reluctantly) the same “pattern bargaining” agreement, as well. These agreements all provide for unit-wide, general wage increases as follows:

Effective July 1, 2019: 3.0 % Effective December 28, 2019: 1.0 %
Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the

Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

The City made this very same LBFO proposal to the Local and indicated that it regarded this settlement as the "pattern bargaining" model upon which it was basing all of its wage offers to each table, without any significant deviation therefrom whatsoever, except for some modest, minor "internal equity adjustments" effecting a few job classes in each unit where the data showed that the workers in those classes deserved an "equity adjustment" to catch them up to historical patterns or to the prevailing rates in public and private employment.

This City proposal contains what is generally referred to as an "offramp", a provision under which the City may postpone for up to six months one or more of effective dates of its wage proposals predicated upon the so-called "Joint Report," and its projections of any "budget deficit" in excess of a specified amount. As noted below, Local 6 here proposes, in addition, a "onramp" under which the effective date of certain wage increases will be accelerated if there is an "excess of revenues" over a certain amount.

B. The City's Financial State, Projections, The Mayor's Priorities, and The Budget

The City made extensive, thorough presentations to each union on what it regards as the its' present financial state, future projections, the possibility of a recession, its projected reserves, along with other relevant financial data and analysis.

Michelle Allersma, Director of the Budget and Analysis Division of the Controller's Office, testified that for the next three years beginning July 1, 2019, the City projects CPI of 2.97%, 2.79% and 2.94%, based on average projections of the California Department of Finance SF Area CPI and Moody's SF Metropolitan Statistical Area CPI. Ms. Allersma described why the City uses this average and how accurate it has been

historically. In fact, the City's CPI projections over the past 12 financial reports have slightly exceeded actual CPI. The Union provided no evidence to dispute the City's projected CPI evidence. To the extent that historical CPI data is relevant at all, Ms. Allersma testified that the wage increases provided to City employees over the five-year term of the current MOU (with a rollover in 2017) have tracked CPI. These employees have not fallen behind CPI as they appear to believe.

The Joint Report, which summarizes the City's projected revenues and expenditures for the next five years, suggests a possible "structural deficit" over those five years, with revenue growth (14%) significantly outpaced by growing expenditures (27%). The cost of employee salaries and benefits, particularly the growing cost to fund pension benefits, drives this concern. Before the City provides any cost of living wage increase or other economic improvement in this successor MOU, increased pension and health benefits cost the City 1.42%. The Union's economic expert, Robert Brownstein, testified about the City's strong revenues, while downplaying expenditures, but the City's Reports projects unequivocally that while revenues are currently strong, future expenditures will exceed them. Should there be a recession, that would reduce revenues and exacerbate the claimed "structural deficit". While the City's fiscal projections do not assume any recession in the next five years, Ms. Allersma testified that nonetheless there is significant recession risk. The current expansion is the second longest since 1945 and, by July 1 of this year, it will be the longest ever. It is because of municipal fear of a serious recession that the City has proposed an "off-ramp" for the second and third years of its wage proposal, an "offramp" which would delay wage increases by six months when the City faces a deficit over \$200 million in the applicable Joint Report. This provision does not deprive employees of a CPI increase, it just delays it while the City hopefully adapts to economic circumstances and "makes hard choices" that a recession will require.

Mr. Brownstein, a Union expert, criticized the City's failure to consider revenues that might be created from pending "split roll" legislation in Sacramento regarding Proposition 13, and he assumed that the ERAF funds will be available over the next 5 years and that IPOs from various technology firms based in San Francisco will yield even more revenues. Ms. Allersma contends that the City cannot prudently consider such

projections as available and cannot base its budget and pay ongoing costs based on speculative IPO and ERAF funding. The City has no experience with ERAF, which could be revised by the State legislature and Allersma therefor believes it too risky and uncertain to rely on in budgeting for the provision of ongoing City services and payroll. Ms. Allersma testified that while it is possible to terminate contracts in an economic downturn to help finance wage increases, many General Fund (“GF”) contracts are for nonprofit services that assist the most vulnerable residents.

The Union experts referred to the City’s expenditures as “political decisions” and that is surely true. The Mayor prioritizes homelessness, affordable housing, clean streets, and so on, all so she can approve a wage increase far in excess of CPI. But that would be irresponsible. Ms. Allersma also testified that the risk of a recession during the term of this successor MOU highlights the critical value of the City’s legally required reserves, including the Rainy Day Reserve and the Economic Stabilization Reserve. Some of the largest voter mandated reserves are legally restricted and “hedge” against major displacement of City services and employment in a downturn. Ms. Allersma predicts that when the economy cycles and the next recession hits, even if the City drains its reserves, it will have an anticipated additional shortfall of over \$300 million, due to decreased tax revenue (estimated \$856 million loss) and increased pension contributions (estimated \$243 million increase). Mr. Brownstein thinks that the City’s reserves are too high. Ms. Allersma pointed to the multiple voter-mandated “baselines” that limit available discretionary funds and talked about the City’s constrained ability to grow revenue through taxes and fees, given the mixed results of tax measures at the ballot and the risk that federal “SALT” tax changes may reduce voters’ willingness to support additional taxes.

Ashley Groffenberger, the Senior Fiscal and Policy Analyst, Mayor’s Office, testified about other demands on City resources, especially the Mayor and Supervisors’ top City priorities: addressing homelessness and affordable housing shortages; providing safe and clean streets; and addressing behavioral and mental health and substance abuse issues. Ms. Groffenberger testified about critical infrastructure improvements, renewals and maintenance, as well as significant deferred technology and equipment upgrades and purchases remaining from the Great Recession, as well as City funding of three new

voter-approved measures for childcare, teacher wages, and programs and services for the homeless. Allersma testified that a 1% wage increase Citywide for employees covered by the open City contracts exceeds \$39 million, excluding open SFMTA service critical MOUs, which will have additional new costs to the City).

The City acknowledged that currently, its financial condition is strong, in part from sustainable and prudent fiscal practices. While revenues are growing, expenditures are growing faster, and a recession could dramatically reduce revenues.

C. Internal Equity Adjustments

The testimony of the Union and its supporting evidence on each of the internal equity issues is set forth above.

THE BURDENS AND QUANTUM OF PROOF

The Union bears the burden of persuasion on its proposals on wages and the sought equity adjustments for six job classes/class series, The City bears the burden of proof and persuasion on its Wage proposal and the related “offramps”, described below

In interest arbitration proceedings of this type, the burden of proof rests upon the party seeking a change in the *status quo*: see, e.g., *Parker v City of Fountain Valley*, 127 Cal. App. 3d 99, 113 (1981); *Layton v. City of Pomona*, 60 Cal. App. 3d 58, 64 (1976). So, the Union must, by a preponderance of the evidence, prove that its proposals more closely meet the criteria of the Charter than would upholding the City’s desire to adhere to the “pattern bargain”. Conversely, the City bears a similar burden of proof in convincing the Panel that it should adopt its “offramp” approach to wages over three years.

The applicable quantum of proof required is proof by a preponderance of the evidence. Cal. Evid. Code section 115 states:

§ 115. Burden of proof. "Burden of proof" means the obligation of a party to establish by evidence a requisite degree of belief concerning a fact in the mind of the trier of fact or the court. The burden of proof may require a party to raise a reasonable doubt concerning the existence or nonexistence of a fact or that he establish the existence or nonexistence of a fact by a preponderance of the

evidence, by clear and convincing proof, or by proof beyond a reasonable doubt. Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence.

“Preponderance of the evidence” here simply means that the party bearing the burden of proof on each issue must establish the facts of its presentation with evidence found by the trier-of-fact (here, the Panel) as being more likely to conform to the criteria of the Charter than not. The “preponderance” standard simply requires the trier of fact “to believe that the existence of a fact is more probable than its nonexistence.” In re Angelia P., (1981) 28 Cal.3d 908, 919.

VII

ANALYSIS AND APPLICATION OF THE CHARTER

CRITERIA TO THE EVIDENCE

1. Consumer Price Index.

There is little dispute between the parties about the predicted CPI over the three years of the proposed MOU, but the Union strongly believes that over the last 10 years its members have lost substantial ground against the CPI, an assertion which the City rejects based upon its graph showing the growth in wages and the growth of the CPI, which it contends shows the City has, over a lengthy period of time, been approximately equal. But Union Exhibit F shows that wages for Class 7345 Electricians trailed the CIP-U in the past five years by 0.2%, and in the past 10 years by nearly 10%.

2. Wages, hours, benefits and terms and conditions of employment of employees performing similar services.

This factor looks to the “prevailing rates” paid, and the terms and conditions maintained, by other employers (both public and private) to their employees performing like or similar work. The Union produced reams of surveys and documents which it believes shows that its members, in practically every job class, are underpaid with

particular reference to Electricians in the private sector working in the San Francisco Bay Area. There is, of course, an astounding construction boom in office buildings and high-end apartments and condominium buildings in downtown San Francisco. There is an army of cranes sprouting up all over the Downtown and South of Market, and the Union has almost 1400 “travelers” on its books, electricians from other parts of the country and other IBEW locals who have flocked to San Francisco to work in the private sector. The public/private wage disparity for the journey class of Electrician is stark. The City believes that the comparability data purely in the public sector shows that, with the exception of the City of Santa Clara and the County of Santa Clara, that CCSF pays its Electricians well above the prevailing rate for such work in the public sector.

3. The wages, hours, benefits, and terms and conditions of employment of other employees in the City and County of San Francisco.

The City points to its Local 21/Local 1021 “pattern settlement” as the primary evidence under these criteria. Putting to one side the “offramp” versus the “on-ramp” dispute between the parties, the Union does not disagree insofar as broad, basic wages are concerned, but when it comes to certain classes it believes that the “prevailing rate” internally for, e.g., Electrician should be equal to, or higher, than that of Plumber and Sheet Metal Worker.

4. Health and Safety of employees.

Neither party pointed to this factor as relevant.

5. The financial resources of the City and County of San Francisco, including a joint report to be issued annually on the City’s financial condition for the next three fiscal years from the Controller, the Mayor’s budget analyst and the budget analyst of the board of supervisors.

As discussed at length above, the City takes a very conservative, cautious view of its future resources, conceding that its revenue picture looks bright but arguing that its

expenditure picture is bleak and outstrips projected revenues, leading to the claimed “structural deficit”. Certainly, if we carved these job classes out and gave them everything the Union wants, on a global basis the cost to the municipal fisc would be slight, but the reality is that every time one union gets something better than the rest of the unions, at the next bargaining session rounds the rest of the unions clamor to get that which the outlier union achieved in the round of bargaining before.

6. Revenue projections.

As noted above, it is undisputed that the City’s revenue projections are quite rosy, at least on a short-term basis, but the City points to the inexorable rising costs of future benefits, especially that of the City’s SFERS retirement system and the “employer normal contribution”, which will go up 1.4% next year. The City experts and the Union experts are in basic agreement (with some mild differences) over the revenue projections; it is on the expenditure side of the coefficient that they disagree.

7. The power to levy taxes and raise revenues by enhancements or other means.

The City certainly has the power to ask the voters to raise taxes, and the City has successfully done so in recent years (albeit those tax increases failed to reach the two-thirds level and are now in court in what will surely be endless litigation) but predicting what the voters will do in the future depends on a number of factors, including the nature of the tax, the cost thereof, upon whom the tax will be levied, and the fact that the recent federal tax amendments limited the SALT deduction to \$10,000, and the Panel can certainly not predicate an award upon such unpredictable factors, especially in today’s volatile political climate.

8. Budgetary reserves.

The City’s “Rainy Day” Fund, General Fund and other reserves are healthy today compared to what they were 10 years ago, and the City’s budget and projected five-year plan is calculated not only to preserve those reserves but to bulk them up somewhat. The Union experts do not claim that the City is “over reserved”, per se, but they do believe

there is some fungibility between the various reserve funds and the General Fund, and an ability to move money around if needed or desired, a contention which the City in general resists.

9. The City's ability to meet the costs of the decision of the arbitration board.

The City does not contend that it could not meet the Union's wage and equity adjustment proposals except with great pain, but it does make the economic arguments which we have described at some length, *infra*.

10. Other demands on the City and County's resources (including limitations on the amount of revenue and expenditures); City Revenue Projections; the power to levy taxes and raise revenue by enhancement or other means; budgetary reserves; and the City's ability to meet the costs of the decision of the arbitration board.

See our analysis of Paragraphs 5-8, immediately above.

11. Those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment.

This catchall phrase requires the Panel to look at those traditional, classical, criteria and elements which drive unions, employees, and employers towards the decisions they ultimately make in the labor-management, collective bargaining universe. We therefore look to the relative nature of the bargaining unit in question (are these professional, highly paid employees or are they traditional blue-collar workers, at the lower end of the salary schedule?), competition for like or similar workers in the relevant labor market, turnover, the cost of fringe benefits in healthcare, the history in the bargaining unit and the Electricians trade (public and private), and the like.

Nothing unique in this record triggers this criterion beyond what has been discussed and described above.

VIII

APPLICATION OF THE CHARTER CRITERIA TO THE ISSUES AT IMPASSE

1) **WAGES** - The Arbitration Panel adopts the City wage proposal for the following reasons.

First, it is consistent (indeed a little above) with the CPI as projected forward. The Union's request that we go back 10 years or more and track the CPI over three or four bargaining rounds to see if the Union has managed to keep up with the CPI and, if not, to correct that going forward is not, we believe, consistent with the Charter mandate of how we look at the CPI. Picking up one, two, three, or more years going backwards, and then remediating those perceived gaps going forwards, skews the result. We believe the voters wanted the Panel to look at the moment and ahead (and not back) to see if the wage proposals of the parties will keep the workers at the very least equal with, and not behind, the **projected** CPI.

Secondly, whatever one may think of "pattern bargaining", it has been the standard by which the City has dealt with 60 + unions for decades, and the "pattern" set here by the Local 21 and Local 1021 agreements is consistent with the other Charter criteria set forth above. The City has insisted quite strongly this bargaining cycle on "consistency" on a number of issues, including "Citywide" language proposals on items in which there was some previously mild differences between the various MOU's, but its loudest, repetitive theme has been its insistence upon the wage "pattern" described above.² The Union does not really disagree with the basics thereof and merely seeks a "on-ramp" to accelerate some of the wage increases, however, the "on-ramp" it seeks is not based upon the Joint Report, but upon the CAFR, and the Union has advanced no reason why we should look at one measure going "off" and another measure going "on".

Third, the Union's best argument for a larger wage increase is the glaring disparity between the prevailing hourly rate in the private sector in the Bay Area and the CCSF rate for Electrician and related classes. Even if we add in the "cents per hour" that private-sector employers pay into the various trusts for vacation, holiday, sick leave, and

the like, the disparity still exists. But the City points out that the turnover rate (including resignations) in the Electrician class is practically nonexistent and that retention is not an issue, although recruitment may be. The City put into evidence a number of eligibility lists for classes in the bargaining unit and pointed out that (presumptively) qualified people take the exams, place on the lists, and are willing to take offers, whereas the Union testimony is that the quality and level of expertise and experience of today's applicants is not what it once was and that, given the choice between the City and *e.g.*, Rosendin Electric, most quality workers will take the latter because of the much higher hourly rate. But it has been a truism in public employment for the last century that the salaries in most public employment (*e.g.*, for lawyers, engineers, and accountants) is lower than that in the comparable private sector and is made up for by the guaranteed, immutable defined-benefit pension, health benefits, civil service protections, a guaranteed 2080 hour year, and the reasonable predictability of a sane life on a (more or less) 40-hour weekly basis without the whims and caprice of the private sector employer ordering one here and there. While Electricians working today in the private sector in Downtown San Francisco and South of Market may presently be earning \$20 more per hour (and working a lot of overtime), they are not guaranteed a full working year (indeed, the average year is 1700 hours or less) and lack civil service protections.³

Fourth, it is clear that the Union's "on-ramp" proposal is difficult to cost, but so is the City's "offramp" approach. Standing alone, the Union proposal is well within the City's "ability to pay" and would not result in a body blow to the municipal fisc or reserves, but the other elements outlined above outweigh these factors.

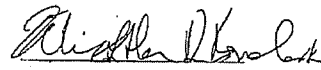
Fifth, there is nothing uniquely present here under the classical "other factors" criteria that arbitrators usually apply which are not subsumed by the other, express criteria, and the Panel is left in the position of weighing those various elements. The Union has on its side of the scale its external comparables in the private sector and in a few public employers (*e.g.*, the Port of Oakland), whereas the City points to the CPI, its'

² "A foolish consistency is the hobgoblin of little minds": Ralph Waldo Emerson.

³ The City also argues that the work being performed by unionized Electricians in the private sector in San Francisco's construction boom are really doing different work, namely new construction on very tall high-rise office and condominium buildings and residential renovation, whereas City Electricians practically never do any new construction and work essentially upon maintenance, repair, and smaller projects.

“pattern bargaining” agreements with Locals 21 and 1021, and the City’s desire to be conservative, cautious, and err on the side of caution in the expenditure of its funds in admittedly flush times. ⁴ In weighing all these factors together, we conclude that the City has the better part (but just barely) of this argument, and we adopt its wage proposal and decline to adopt that of the Union.

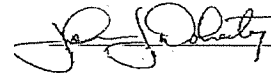
Christopher Burdick, Chair – I concur



Martin Gran, City Member – I concur/dissent



John Doherty, Union Member – I concur/dissent



Dissenting Opinion by Panelist Doherty:

I respectfully dissent from the majority’s opinion on the Union’s Wage Proposal. The City argues that “the Union’s proposal far outpaces the base wages for those other City employees.” The City provides no supporting evidence for this audacious claim, but even at the City’s estimated \$61,000 price tag, the Union’s proposed on-ramp would be less than 2 ten thousandths of one percent of the \$350 million surplus revenue. In interpreting the Union’s proposal, one should not focus on the small amount of money involved, but rather on fairness and balance in the bargaining relationship between the parties. The City looks to install an escape clause into a labor contract, an escape clause with a hatch that can be opened with little substantiation as a budget estimate is just an estimate. This is unbecoming of a public sector contract.

It is noteworthy that the off-ramp was included in the City’s first wage offer, which was well below their muted projections of CPI (using some blend of averages, not purely CPI-U projections). This flies in complete contrast to their arbitration testimony that Mr. Ponder provided, arguing that the City needs the off-ramp because of the final ‘pattern’, allegedly over CPI-U, agreement.

⁴ The State of California and most of its local agencies have a somewhat depressing history of spending one-term influxes of revenues on long-term expenditures and obligations: e.g., the expansion of pension plan benefits, formulas, and post-retirement benefits agreed to when those plans were "super funded", only to see those reserves disappear far quicker than anticipated, leaving CalPERS and '37 Act County plans with long-term, legally immutable obligations without the wherewithal to pay for them.

The panel is incorrect when it adopts the City's position that its "*long-standing, decades-long use of "pattern bargaining" and the willingness of the smaller unions and associations to fall in behind the "pattern" set by the largest unions, usually Local 21 or Local 1021: the City cautions that any deviation from the pattern, however slight (such as, for example, an "on-ramp") will shatter that practice.*" The Charter makes no mention of, and has no requirement to engage in, any form of "Pattern Bargaining". Indeed, to the extent any pattern exists at all, it is through arbitration awards imposed upon the Unions.

The City seemingly argues that an arbitration award for public safety Unions justifies including their off-ramp without the minimal, countervailing, on-ramp as proposed by the Union. However, the awards they refer to did not have the on-ramp as a choice before the arbitrator. Instead there we see parties that are a full percentage point apart in their last, best, and final offers on wages. Here, the parties' last offers contained identical wage increases, with no difference in the timing of said increases and no difference in the delay of said wage increases in response to a budgetary trigger. The Union does not agree with the off-ramp language but recognized that this year the process in San Francisco had become of such a nature that it had to be included.

Finally, it is perplexing that the City complains about the use of the CAFR report. It is their audited financial statement, where they open the books and have an outside auditing firm review the City's financial position. The Union chose this document because it is clearly within Charter Section 8.409-4's guidance where it requires the panel to consider "*the financial resources of the city and county of San Francisco*". What better report to rely on than the audited financials? The Union's on-ramp trigger is a table in the CAFR report titled CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS, and it is located in the Appendices. The City had ample time to query the Union on its choice of an on-ramp trigger, having been presented it on April 26th, and barely touched on it cross examination. The trigger is easy to understand, easy to locate and, more importantly, easy to justify under the Charter Provisions.

2) **Internal Adjustments** - We grant some, and deny others, of the Union's requests for several internal, equity adjustments, as described hereinafter. Those that we

grant we do so, primarily, for historical, internal relationship reasons. To grant an equity adjustment based on the exigencies and pressures of the external market (be it public or private) requires, a major disparity of a permanent, ongoing nature. A present wage differential of 3%, 4% or 5% is not enough, standing alone, we believe to justify a permanent escalation in the salary range for a particular job class.

A) Classes 7345, 7238 and 7276 will not receive equity adjustments

During the relevant time period, the City employed approximately 79 Electricians in Class 7345, 14 Electrician Supervisor I's in Class 7238, and 3 Electrician Supervisors II in Class 7276. This Class series is the most numerous in the bargaining unit (approximately 20% of the workers in the Unit) with the exception of the Electronics Maintenance Technicians in Class 7318 (approximately 166 FTE's). See City Ex. 21.

Without dispute there is a wide disparity between public and private employment in the electrical industry. Looking at union-based "prevailing wage rates" in the unionized private sector, Union Exhibit P shows that most Bay Area public sector wages (all at full-time 2080 hour employment) are considerably lower than wages in the private sector (usually less than full-time employment). Ex. P appears to show that wages for Class 7345 are 80% of the "prevailing wage rate", the fourth lowest percentage out of 35 jurisdictions. Taking total compensation into account reduces that percentage to 77%, a disparity that will probably worsen as recently negotiated wage increases in the private sector take effect.

Union witnesses Steve Shea, the Head Airport Electrician at S.F. International Airport, and Gene Welch, Supervisor II at Water Treatment, testified that over the past five years these wage have contributed to a paucity of qualified 7345 Electricians to fill the many vacant City positions. The Union insists that approximately 20% of all funded positions remain unfilled, making it impossible to complete job orders for deferred maintenance. Of 19 applicants on a recent 7345 Civil Service list, Shea testified, over half he interviewed were unqualified, and Doug Lindsay testified about the increased need for on-the-job training for new Class 7345 Electricians due to the lack of qualified applicants.

Mr. Lindsay believes that the work San Francisco Electricians perform far outstrips that of other jurisdictions in both variety and complexity, on an extraordinarily wide variety of infrastructure and electrical systems found nowhere else, including regularly performed high voltage work that other journey-level electricians do not perform.

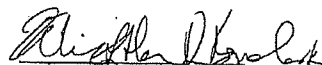
Internally, Union Exhibit G demonstrates that Class 7345 Electricians earn approximately 4% less than their counterparts in the Plumber and Sheet Metal classifications, despite the fact that salaries for the corresponding Inspector classes in the three trades are essentially equal. But this disparity is only about \$2.00 an hour, with City plumbers behind their private peers a little more than are City Electricians, and Sheet Metal Workers only \$5.00 per hour behind their private sector counterparts. These people all work in the construction trades but the work is remarkably different.

There can be no serious question concerning the City's ability to meet the cost of the Union's last offer. Again, the City's own evidence makes clear that San Francisco has never been in better financial condition. Nearly 30% of the Local 6 bargaining unit work at SFIA and over one-third work at the PUC, both enterprise departments with their own revenue sources and both in extremely strong financial positions. (Union Exhibit D.)

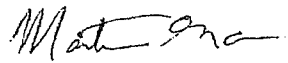
The Panel is also concerned about the existing internal relationships which may be disrupted by a move upwards for this Class series, the second most numerous in the bargaining unit. There are probably historical relationships between these three classes and others in the bargaining unit, and the Panel is not anxious to see a repetition of the 7257/7273 dislocation described immediately below.

For these reasons the proposed equity increase is rejected and the *status quo* is approved.


Christopher Burdick, Chair – I concur



Martin Gran, City Member – I concur/dissent



John Doherty, Union Member – I concur/dissent



Dissenting Opinion by Panelist Doherty:

The Union put forward several compelling arguments, already outlined in this Award, supporting an equity increase for the journey-level class series. The City will continue to have difficulty filling vacant positions with qualified electricians, and is likely to rely more and more on job orders, sending bargaining unit work out to private contractors at great cost. The Union will continue to vigorously pursue this important matter in future bargaining.

B) Classes 7257 and 7273 shall receive equity adjustments to base salary of 1.7% on December 28, 2019 and again on July 1, 2021

Effective December 28, 2019, employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional one and seventy hundredths percent (1.7%) to their base wage.

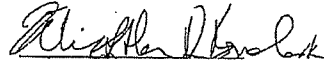
Effective July 1, 2021 employees in classes 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II shall receive a one-time wage adjustment of an additional one and seventy hundredths percent (1.7%) to their base wage.

This 3.4% equity increase for the Communication Line Supervisors is justified to restore the historic wage differentials in the 7338-7257-7273 class series (11.30% between the 7338 and 7257 classes, and 11.47% between the 7257 and 7273 classes). The 7338 class received an internal adjustment in 2015, which reduced the 7338-7257 differential to 7.68%, and it appears Romer oversight or an omission everyone failed to realize that by making this adjustment and inadvertent “compaction” would occur with the high-ranking classes (2014-19 MOU, Union Exhibit R; email from John Doherty to Chris Burdick, May 10, 2019) and this modest adjustment will correct the wage compaction that resulted. The City’s proposal of an up-front 2%, while somewhat

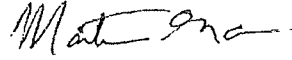
generous, does not directly address the problem, namely a cure in the unintentional gap created, which the union is willing to make up over a period of years.

For these reasons, the Union's proposed 1.7% and 1.7% equity increase is approved, and the City's proposed 2% is rejected.

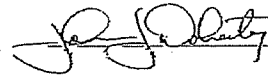
Christopher Burdick, Chair – I concur



Martin Gran, City Member -- I concur/dissent



John Doherty, Union Member – I concur/dissent



C) Class 7510 will not receive an equity adjustment to base salary of 1%

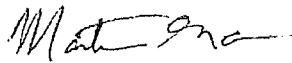
This proposed equity increase is sought to bring Lighting Fixture Maintenance Workers closer to the pay level of SFIA's Window Cleaners, Class 7392. While there is a plain, superficial allure to this proposal ("Why should window washers get paid more than electricians who work with dangerous electricity? Anyone can wash windows!!") But there is a simple failure of proof here, as all the Union has established is that Window Cleaners get paid more than Class 7510. We have no idea what the prevailing rate is in the public and private sector for Window Cleaners, and the job is certainly far more difficult than the simple job class title infers. Window Washers work inside and outside, sometimes in inclement weather, and they often work on scaffolding or slung off the sides of buildings. There may be a good, market-driven reason why this pay disparity exists, and the Union has failed to produce any evidence here which would justify its request.

For these reasons the proposed equity increase is rejected and the *status quo* is approved.

Christopher Burdick, Chair – I concur



Martin Gran, City Member – I concur/dissent



John Doherty, Union Member – I concur/dissent



D) Classes 9420, 9241 and 9242 will receive 2% equity adjustments

Effective July 1, 2019, employees in classes 9240 Airport Electrician, 9241 Airport Electrician Supervisor, and 9242 Head Airport Electrician shall receive a one-time wage adjustment of an additional two percent (2%) to their base wage.

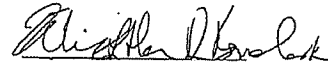
This Union request is based primarily upon the testimony of Steve Shea, an articulate, well-prepared, and thorough witness who testified without contradiction about the sharp increase in SFIA construction and infrastructure and corresponding increase in volume of work for Airport electricians, who are now often required to do the “energized work” (that is, with hot, live wires) that contractors used to, but no longer, do due to concerns over potential liability. At the same time that the volume of work has increased, Shea said his crew has decreased in number, as several of his Electricians left for private sector work or at PG&E and it has become increasingly difficult to find qualified electricians to fill the jobs who are not already employed by the City. Shea told the Panel he obtained qualified journey-level Electricians to fill seven 9240 positions through internal promotions of incumbents in the 7345 Electrician classification (“robbing Peter to pay Paul”, as Shea put it). The City’s wages are simply not competitive enough with jurisdictions that employ similar highly skilled, medium and high voltage, electrical workers.

The Union’s survey (City Exhibit 20; Union Exhibit T) claim only two comparable jurisdictions: Port of Oakland and City of San Jose. The Class 9240 Airport Electrician is under the average of the two. The City survey -- City Exhibit 36 -- omits the Port of Oakland but includes Marin County, which has no large airport and is surely not a match.

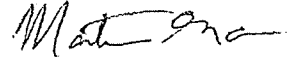
But none of the work that Shea testified to is outside of the job description for the relevant classes and is not work out of class or particularly extraordinary. The high voltage that the contractors and subcontractors refuse to work with for liability purposes is also well within the job description for these classes. The City proposes a 2% equity increase starting on July 1, 2019 and, balancing all of the criteria, the Panel believes that this is a more appropriate increase.

For these reasons, the City proposal of an up-front 2% equity increase starting July 1, 2019 is approved and the Union proposal is rejected.

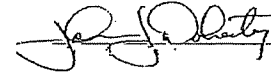
Christopher Burdick, Chair – I concur



Martin Gran, City Member -- I concur/dissent



John Doherty, Union Member – I concur/dissent



E) Classes 7482 and 7484 will receive 1% equity adjustments to base salary on December 28, 2019, July 1, 2021, and close of business June 30, 2022, for a total of 3%

Effective December 28, 2019, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

Effective July 1, 2021 employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

Effective close of business June 30, 2022, employees in classes 7482 Power Generation Technician II and 7484 Senior Power Generation Technician shall receive a one-time wage adjustment of an additional one percent (1%) to their base wage.

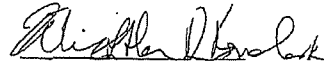
Per the unrebutted testimony of Michael Nederostek, Class 7482 and 7484 Power Generation Technicians perform out of class supervisory duties on a regular basis, yet earn no additional compensation for those duties. Indeed, PUC (which operates Hetch Hetchy Regional Water System) has a policy that assigns supervisory duties to Class 7482 and 7484 Techs whenever a Supervisor (and there are only a few) is off on vacation or sick. The Policy states that it is the desire of the Department “that there is an Operator on shift at all times that has accepted the responsibilities of Shift Supervisor in the absence of the regularly scheduled Supervisor.” (Union Exhibit L, Memorandum of January 12, 2015: “When an Operator is needed to meet minimum staffing requirements, all members of the attending shift are encouraged to “bump up” in responsibility by

advancing roles to gain experience and then the next qualified Operator with the lowest amount of overtime hours on the list is called to fill the remaining gap.... All qualified PSO's, that have been provided adequate training and demonstrated the necessary competency, are expected to serve in all the roles for which they are qualified to serve.”)

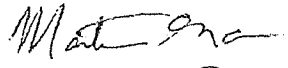
With respect to Charter factor (c) on comparables, Mr. Niderostek opined that only Santa Clara (City) is the only Bay Area jurisdiction with a comparable classification, but elsewhere Sacramento Municipal Utilities District (SMUD), Northern California Power Agency, and Roseville compare *per* Union's surveys, City Exhibit 20; and Union Exhibit T. PUC's Power Generation Techs earn substantially less than the average of these other districts and, in fact, earn less than of them. These comps are persuasive but the primary factor which tilts us towards the Union proposal, rather than the City *status quo*, is the routine, repetitive out of class supervisory work which these employees are required to do, usually without compensation.

For these reasons, the proposed equity increase is approved, and the City proposal of 2% effective July 1, 2019 is rejected.

Christopher Burdick, Chair – I concur



Martin Gran, City Member -- I concur/dissent



John Doherty, Union Member – I concur/dissent



AWARD

In light of the discussion and analysis set forth above, the Union and City proposals are accepted or rejected as described above.

Christopher Burdick, Chair

Martin Gran, City Member

John Doherty, Union Member

May 13, 2019

City and County of San Francisco
Micki Callahan
Human Resources Director



Department of Human Resources
Connecting People with Purpose
www.sfdhr.org

SIDE LETTER (NOT PART OF MOU)
CITY AND COUNTY OF SAN FRANCISCO
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 6

For the life of the 2019-2022 Local 6 MOU, The Department of Building Inspection ("DBI"), the Department of Public Works ("DPW") and the Department of Technology (DT) will not alter the status quo with respect to procedures for Local 6 bargaining unit employees assigned City vehicles who receive parking tickets in the course and scope of their employment for the citations listing in the Department of Parking and Traffic's memorandum dated March 27, 1998, (i.e. meters, yellow zones and/or truck loading zones.) These procedures are described in the Award of Arbitrator Cohn dated October 1, 1999, and included submitting the ticket to the employer's supervisor. Tickets issues for other violations other than those referenced above (i.e. meters, yellow zones and/or truck loading zones) or tickets incurred outside of work hours (work hours include overtime assignments) are the responsibility of the employee.

DBI, DPW and DT will also maintain the status quo with respect to the current assignment of City Vehicles. For the life of the Local 6 2019-2022 MOU, current bargaining unit employees, (i.e. employees hired prior to October 1, 2000) shall continue to have City vehicles made available for the performance of their job duties. Should City vehicles become unavailable due to maintenance needs or the like, current electrical inspectors may be required to use their own vehicles and will be reimbursed as per the MOU.

FOR THE CITY

FOR THE UNION, LOCAL 6

 5/8/19

Carol Isen Date
Employee Relations Director
Department of Human Resources
City & County of San Francisco

 5/8/19

Osha Ashworth Date
Business Representative
International Brotherhood of Electrical
Workers, Local 6



IBEW Local 6 Bargaining Summary

Issue	MOU Section	Summary
Wages	III.A.	<p>Effective 07/01/2019: 3%</p> <p>Effective 12/28/2019: 1%</p> <p>Effective 07/01/2020: 3% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2020 will be delayed by 6 months.</p> <p>Effective 12/26/2020: 0.5% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on December 26, 2020 will be delayed by 6 months.</p> <p>Effective 07/01/ 2021: 3% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2021 will be delayed by 6 months.</p> <p>Effective 01/08/2022: 0.5% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on January 8, 2022 will be delayed by 6 months.</p>
Equity	III.A.	<p>2% - 9240 Airport Electrician, 9241 Airport Electrician Supervisor, and 9242 Head Airport Electrician on July 1, 2019</p> <p>1.7% - 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II on December 28, 2019</p> <p>1.7% - 7257 Communication Line Supervisor I and 7273 Communication Line Worker Supervisor II on July 1, 2021</p> <p>1% - 7482 Power Generation Technician II and 7484 Senior Power Generation Technician on December 28, 2019</p> <p>1% - 7482 Power Generation Technician II and 7484 Senior Power Generation Technician on July 1, 2021</p> <p>1% - 7482 Power Generation Technician II and 7484 Senior Power Generation Technician on June 30, 2022</p>
Bilingual Pay	III.E.	<p>Increases bilingual pay from \$35 to \$60 per pay period.</p> <p>In order to be eligible for bilingual pay, employees must be assigned to perform bilingual services, and be certified as bilingual.</p> <p>The City may require an employee to recertify not more than once</p>



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2019

Electrical Workers, Local 6

Issue	MOU Section	Summary
		annually.
Union Security	I.G.	Strikes current language regarding agency fees. Provides new language in conformance with Janus decision and SB 866 requirements regarding the collection of union membership dues.
Non Discrimination	II.A.	Updates list of Title IX protected classes. Requires election of internal remedies for discrimination or harassment (i.e., grievance or EEO complaint).
Gender Pronouns	Multiple Sections	In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.
Bulletin Boards	I.J.	Delineates guidelines for use of space on bulletin boards in City buildings.
Jury Duty	III.S.	Inserts standard language regarding employee rights to leave and pay during jury duty.
Personnel Files	II.B.	Excludes discipline for violation of the City's Equal Employment Opportunity Policies from requirements for sealing materials.
Probationary Period	II.C.	Clarifies that probationary period is based on hours worked, not months employed pursuant to Civil Service Rules. Inserts language clarifying that probationary hours include legal holiday pay and must be regularly scheduled hours. Allows for an extension of probation up to 1040 hours by mutual agreement in writing.
Union Access	I.J.	Adds new language on Union Access to work sites that is more clear about expectations and process.
Grievance Procedure	I.H.	Changes working days to calendar days. Requires grievance includes specific details at step 4. Adds language about contacting the City Attorney's office for arbitration.
Substance Abuse prevention Policy	Appendix D	Updates drug screening levels for controlled substances to allow City to test non-Department of Transportation covered employees.
Apprenticeship	V.I.	The parties agree to conclude negotiations on an apprenticeship program by December 31, 2020. The program will be diverse with the goal of increasing underrepresented groups.
Airport	Appendix	Allows Airport employees to receive a monthly allowance instead of



Employee Relations

City and County of San Francisco
Department of Human Resources

Issue	MOU Section	Summary
Employee Commute Program	B	free parking.
Certification Premium	III.E.	Increases premium for Electrical Inspection Certification by IAEI and/or CCI from 2% to 2.5%. Increases total amount an employee can earn through premiums to 5.5%.
Underwater Diving Premium	III.E.	Increases underwater diving premium from \$12 per hour to \$14 per hour for all hours of underwater diving.
Safety Shoes	V.B.	Increase how often employees can receive new safety shoes from once per 18 months to once per 12 months.
Work Clothing	V.B.	Adds a classification to receive work clothing and increases amount paid in lieu to \$175.
Overtime Eligibility	III.F.	Clarifies that an employee can be assigned to overtime if the employee called out sick on the preceding workday.
Tuition Reimbursement	IV.B.	Increases tuition fund from \$5,000 to \$8,000 and increases the amount an employee can use from \$500 to \$1,000. Increases carryover for unused money from \$7,500 to \$10,000.
Union/City Relations Committee	I.F.	Establishes a joint labor management committee to meet once every 3 months.
Airport Pager Pay	III.E	Raises pay for those who are assigned to carry the airport pager from \$30 to \$50 per day.
Night Duty Differential	III.E.	Increases pay differential from 8.5% to 9% for shifts from 5:00pm to Midnight. Increases pay differential from 10% to 11% for shifts from midnight to 7:00am.
Compensatory Time	III.F.	Maintains the amount of compensatory time employees can carry forward to the next fiscal year, but caps the amount they can earn at 200 (for Non-Z designated, FLSA covered, employees).
Hetchy Meals	B-11	Employees who work more than 2 hours of unscheduled overtime at a remote location shall be provided a meal or pay in lieu of \$20 per day.
Hours Between Shifts		If an employee is called back or held over at work and the employee's next regularly scheduled shift begins within 8 hours, the employee has the option not to work until the employee has 8 hours of rest. If the employee chooses to work, the employee will be paid at time and a half for hours within the rest period. Contains a special provision for emergencies.



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2019

Electrical Workers, Local 6

Issue	MOU Section	Summary
Hetchy Package	Appendix B	Clarifies language on NERC training. Adds language to allow for transfer from Cycle 1 to Cycle 2 or 3 with a 7.5% premium. Better defines work locations.
Side Letter on Parking Tickets	Side Letter	Maintains status quo with respect to procedures for Local 6 members who are assigned City vehicles and receive parking tickets during the course of their employment.

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

BOARD OF SUPERVISORS
SAN FRANCISCO

2019 MAY 14 PM 4:26

BY _____

TO: Angela Calvillo, Clerk of the Board of Supervisors SK
FROM: Sophia Kittler
RE: Memorandum of Understanding - International Brotherhood of Electrical
Workers, Local 6
DATE: May 14, 2019

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2019 through June 30, 2022.

Should you have any questions, please contact Sophia Kittler at 415-554-6153.