



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 250-A
AUTOMOTIVE SERVICE WORKERS (7410)**

JULY 1, ~~2012~~ 2014 – JUNE 30, ~~2014~~ 2017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - REPRESENTATION.....	1
I.A. RECOGNITION.....	1
I.B. INTENT.....	1
I.C. NO STRIKE PROVISION.....	1
I.D. OBJECTIVE OF THE CITY.....	1
I.E. MANAGEMENT RIGHTS.....	2
I.F. SHOP STEWARDS.....	2
I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS.....	3
I.H. DUES DEDUCTIONS.....	7
I.I. AGENCY SHOP.....	7
I.J. INFORMATION, BULLETIN BOARDS AND UNION ACCESS.....	9
ARTICLE II - EMPLOYMENT CONDITIONS.....	11
II.A. NON DISCRIMINATION.....	11
II.B. AMERICANS WITH DISABILITIES / REASONABLE ACCOMMODATION.....	11
II.C. PERSONNEL FILES & OTHER PERSONNEL MATTERS.....	11
II.D. SUBCONTRACTING OF WORK.....	12
II.E. EDUCATION AND CAREER DEVELOPMENT.....	14
II.F. SENIORITY.....	14
II.G. PROBATIONARY PERIOD.....	15
II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES.....	16
ARTICLE III - PAY, HOURS AND BENEFITS.....	17
III.A. WAGES.....	17
III.B. ADJUSTMENTS TO PAY.....	17
III.C. WORK SCHEDULES.....	18
III.D. ADDITIONAL COMPENSATION.....	18
1. HEAVY DUTY TRUCK TIRE PREMIUM.....	19
2. EMERGENCY ROAD REPAIRS.....	19
3. LEAD PERSON PAY.....	19
4. ACTING ASSIGNMENT PAY.....	19
5. SHIFT DIFFERENTIAL.....	19
6. COMPENSATORY TIME - CLASS A & B LICENSES.....	20
III.E. OVERTIME COMPENSATION & COMP. TIME.....	20
III.F. HOLIDAYS AND HOLIDAY PAY.....	21
III.G. JURY DUTY.....	23
III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS.....	23
1. Promotive Appointment in a Higher Class.....	23
2. Non-Promotive Appointment.....	23
3. Appointment Above Entrance Rate.....	24
4. Reappointment Within Six Months.....	24
5. Compensation Upon Transfer Or Re-Employment.....	24
III.I. METHODS OF CALCULATION.....	25
III.J. SENIORITY INCREMENTS.....	25

III.K.	SICK LEAVE WITH PAY	27
III.L.	WORKER’S COMPENSATION.....	28
	Return to Work.....	28
	Return To Work Medical Release Requirement	29
III.M.	STATE DISABILITY INSURANCE (SDI)	29
III.N.	LONG TERM DISABILITY INSURANCE.....	29
III.O.	VACATION	29
III.P.	HEALTH AND WELFARE.....	29
III.Q.	RETIREMENT.....	32
	Retirement Seminar Release Time	32
	Retirement Restoration Payment	32
III.R.	TUITION REIMBURSEMENT.....	33
III.S.	VOLUNTEER PARENTAL RELEASE TIME.....	33
III.T.	FITNESS FACILITY FEES.....	34
III.U.	PAID SICK LEAVE ORDINANCE	34
ARTICLE IV - WORKING CONDITIONS		35
IV.A.	SAFETY EQUIPMENT.....	35
IV.B.	PROTECTIVE CLOTHING	35
IV.C.	DIRECT DEPOSIT OF PAYMENTS.....	37
IV.D.	AIRPORT TRANSIT PILOT PROGRAM.....	37
ARTICLE V – SCOPE		38
V.A.	SAVINGS CLAUSE	38
V.B.	ZIPPER CLAUSE	38
V.C.	DURATION OF AGREEMENT	38
APPENDIX A: SUBSTANCE ABUSE PREVENTION POLICY		1
1.	MISSION STATEMENT.....	1
2.	POLICY.....	1
3.	DEFINITIONS	1
4.	COVERED CLASSIFICATIONS/DEPARTMENTS	3
5.	SUBSTANCES TO BE TESTED\.....	3
6.	TESTING	4

ARTICLE I - REPRESENTATION

PREAMBLE

1. This Collective Bargaining Agreement (hereinafter "CBA") is entered into by the City and County of San Francisco (hereinafter "CITY") through its designated representative acting on behalf of the Mayor in consultation with the Board of Supervisors, and the Transport Workers Union of America, AFL-CIO, and Local 250-A, Transport Workers Union (hereinafter "UNION").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The CITY acknowledges that the UNION has been certified as the recognized employee representative, pursuant to the provisions set forth in the CITY's Employee Relations Ordinance for the following classification:

7410 Automotive Service Worker – Unit 29

I.B. INTENT

3. It is the intent of the parties that the provisions of this CBA shall not become binding until ratified by the Board of Supervisors and by the membership of the UNION.
4. Provisions of this CBA which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, it shall be deemed to remain in full operational effect.
5. The employees covered by this contract will be indemnified and defended by the CITY for acts within the course and scope of their official employment in accordance with the applicable requirements of state law. This Article is for informational purposes only and is not subject to grievance or arbitration.

I.C. NO STRIKE PROVISION

6. The UNION and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, or absenteeism. The UNION and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other UNION or person.

I.D. OBJECTIVE OF THE CITY

7. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the CITY and its employees. Such achievement is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.

ARTICLE I - REPRESENTATION

I.E. MANAGEMENT RIGHTS

8. The UNION recognizes the CITY's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The CITY recognizes the UNION's or the employee's right to grieve the effect of and implementation of the revised performance levels, norms, or standards.

I.F. SHOP STEWARDS

9. The UNION shall furnish the CITY with an accurate list of shop stewards. The UNION may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by the UNION, none will be recognized.
10. The UNION and the CITY recognize that it is the responsibility of the shop steward to assist in the resolution of grievances or disputes at the lowest possible level. No more than two shop stewards representing a particular worksite may assist in the resolution of grievances or disputes arising in that worksite. Should that steward be unavailable, a steward representing another shop may substitute.
11. While handling grievances or meeting with CITY representatives concerning matters affecting the working conditions and status of employees covered by this CBA, the shop steward shall be allowed time off during normal working hours to perform such duties without loss of pay, provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. The shop steward shall not be paid overtime if UNION duties carry the employee past her/his normal duty schedule. Shop stewards shall request time off at least 48-hours in advance of the time off requested, where practicable.
12. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
13. In handling grievances, the shop steward shall have the right:
14. 1. to consult with an employee regarding the presentation of a grievance or dispute after the employee has requested the assistance or presence of the shop steward;
15. 2. to present to a supervisor a grievance or dispute which has been requested by an employee or group of employees to present for resolution or adjustment;
16. 3. to investigate any such grievance or dispute so that such grievance or dispute can be properly discussed with the supervisor or the designated representative; and,
17. 4. to attend meetings with supervisors or other CITY representatives when such meetings are necessary to adjust grievances or disputes.

ARTICLE I - REPRESENTATION

18. In emergency situations, where immediate disciplinary action must be taken because of violation of law or a CITY or departmental rule (intoxication, theft, *etc.*) the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.
19. Shop stewards shall not interfere with the work of any employee.
20. Stewards shall receive timely notice of and shall be permitted to make appearances at all departmental orientation sessions in order to distribute UNION materials and to discuss employee rights and obligations under this CBA.

I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

21. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
22. 1. Definition. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, including discipline and discharge of employees. Civil Service Rule "Carve-outs" are not subject to the grievance procedure nor may be submitted to arbitration.
23. 2. Time Limits. The time between the Steps may be extended by mutual agreement in writing. Failure by the employee or UNION to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the CITY to follow the time limits shall serve to move the grievance to the next step. For purposes of this section, a "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.
24. 3. Grievance Initiation. Only the UNION shall have the right on behalf of a disciplined or discharged employee to appeal a disciplinary or discharge action.
25. 4. Steps of the Procedure. An employee having a grievance may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor. The employee may have a representative at this discussion. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the grievant may pursue the grievance further.
26. a. Step 1 / Intermediate Supervisor. The employee and his/her representative shall submit a written statement of the grievance to the intermediate supervisor within fifteen (15) calendar days after the facts or event giving rise to the grievance, containing a specific description of the basis for the claim and resolution desired or within fifteen (15) calendar days from such time as the employee or UNION should have known of the occurrence thereof except for cases alleging sexual harassment, in which case the time limit herein shall be four (4) months. The intermediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond within eight (8) working days.

ARTICLE I - REPRESENTATION

27. b. Step 2 / Appointing Officer or its designee. If the grievance is not satisfactorily resolved in Step 1, the grievance shall be submitted, in writing, containing a specific description of the basis for the claim and the resolution desired, and submitted to the Appointing Officer or its designee within seven (7) calendar days. The parties may meet. In any event, the Appointing Officer or its designee shall, within fourteen (14) calendar days of receipt of the written grievance, respond in writing to the grievant and the UNION, specifying the reason(s) for concurring with or denying the grievance.
28. c. Step 3 / Director, Employee Relations Division. If the decision of the Appointing Officer or its designee is unsatisfactory, the grievant and/or the UNION representative may, within fourteen (14) calendar days of receipt of such decision, submit the grievance to ERD or its designee ("ERD"). ERD shall have fourteen (14) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.
29. d. Should there be no satisfactory resolution at Step 3, the UNION has the right to submit the grievance to final and binding arbitration within fourteen (14) calendar days of receipt of the Step 3 response.
30. 5. Expedited Arbitration. All disciplinary actions, excluding suspensions of greater than fifteen (15)-working days, and discharges, shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.
31. a. Scheduling. The Director, Employee Relations, will reserve at least one day each month for grievances to be heard at Expedited Arbitration. Grievances will be scheduled for Expedited Arbitration on a first-come-first-served basis, with the Director, Employee Relations, having the authority to reschedule grievances or add additional Expedited Arbitration dates, as it deems necessary. Under no instance shall either the UNION or the CITY (and its departments) have less than seven (7) working days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing. The Director, Employee Relations, will provide the UNION with the schedule of Expedited Arbitration dates upon request.
32. b. Selection of the Arbitrator for Expedited Arbitration. The parties will first attempt to mutually agree on an arbitrator within seven (7) working days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) working days, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association ("AAA"). As a condition of appointment to the AAA's panel, each of the panelists must certify that (s)he will be available to hear the Expedited Arbitration in not greater than thirty (30) working days from her/his selection.
33. c. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) working days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken,

ARTICLE I - REPRESENTATION

until a panelist is selected who can preside over the Expedited Arbitration within thirty (30) working days. Whether the UNION or CITY strikes the first name in the alternating process shall be determined by lot.

34. d. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.
35. e. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
36. 6. Step 4 / Final and Binding Arbitration (Not Expedited Arbitration). Should there be no satisfactory resolution at Step 3, and Expedited Arbitration is not invoked, the UNION shall have the right to submit the grievance to final and binding arbitration within fourteen (14) calendar days of receipt of the Step 3 response.
37. On an annual basis, the CITY and the UNION shall establish a Standing Arbitration Panel by each submitting a list of seven (7) arbitrators. In any grievance referred to arbitration, the parties shall alternately strike from said list until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the UNION or CITY deletes the first name in the alternating process shall be determined by lot.
38. Except when a statement of facts mutually agreeable to the UNION and CITY is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties. It shall be the duty of the arbitrator to hold a hearing within thirty (30) calendar days of acceptance of appointment. Should the designated arbitrator be unable to comply with this requirement, the parties will commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.
39. a. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding on all parties, unless challenged under applicable law. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
40. b. Costs of Arbitration. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

ARTICLE I - REPRESENTATION

41. c. Economic Claims. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.
42. 7. The Discipline Process. The CITY shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of twelve (12) months service, for just cause.
43. As used herein "discipline" shall be defined as written reprimands, written warnings, suspensions, disciplinary demotion and discharge. A change of work assignment, either to or from a particular assignment, may not be made solely for disciplinary purposes. Reassignments made for purposes of improving services or addressing performance problems shall not be considered disciplinary in nature and therefore shall not be in violation of this Article.
44. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of Article II.A. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.
45. No interview of an employee that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the employee is first advised of his/her right to representation. If requested by the employee, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the employee does not secure representation within such period, the right is waived.
46. No written reprimands, written warnings, suspensions, disciplinary demotions and discharges of non-probationary permanent employees, temporary civil service employees, or provisional employees with twelve (12) months service, may be imposed unless the following procedure is followed:
47. a. The basis of any proposed discipline shall be communicated in writing to the employee and to the UNION no later than fifteen (15) working days after management has concluded a reasonable investigation and attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
48. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a CITY or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the employee with the written charges and the materials upon which the charges are based.
49. c. The employee and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting ("Skelly hearing"), or in writing, to the management official designated by the CITY to consider the reply. Should the employee and her/his representative elect to respond orally at a Skelly hearing, the Department will notify the parties at least five (5) calendar days in advance of the meeting, whenever practicable. The employee and her/his representative may present any relevant oral/written testimony and other supporting

ARTICLE I - REPRESENTATION

documentation as part of her/his response. Individuals who may have direct knowledge of the circumstances may be present at the request of either party at the hearing for the purpose of giving relevant testimony. In the case of employees of the CITY, they shall be compensated at an appropriate rate of pay for time spent.

50. d. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, oral/written testimony and other supporting documentation and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.
51. e. Progressive Discipline: For most offenses, management is expected to use a system of progressive discipline under which the employee is given increasingly more severe discipline each time an offense is committed. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

I.H. DUES DEDUCTIONS

52. The CITY agrees that it will check off and transmit to Transport Workers UNION Local 250-A Special Fund the amount specified for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the names of these employees for whom such deductions have been made and the amount deducted for each such employee.

I.I. AGENCY SHOP

53. 1. Application. Except as provided otherwise herein, the following provisions shall apply to all employees of the CITY in all classifications represented by the UNION in representation Unit 29 when on paid status.
54. The provisions shall not apply to individual employees of the CITY in representation Unit 29 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.
55. ERD shall give the UNION no less than ten (10) working days' notice of any proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, ERD and the UNION shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(B) of the Ordinance.
56. 2. Agency Shop. All current and future employees of the CITY as described in Article I.A., except as set forth below, shall, as a condition of continued employment, become and remain a member of the UNION or, in lieu thereof, shall pay a service fee to the UNION. Such service fee payment shall be 80% of the regular dues of the UNION, provided that such agency shop fee will be used by the UNION only for the purpose of collective bargaining

ARTICLE I - REPRESENTATION

and representing the employees in the unit. The CITY may request verification of such use. Changed service fees will be assessed as of the time changes in the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this CBA as an addendum when established.

57. 3. Religious Exemptions. Any employee of the CITY in a classification described in Article I.I.1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining and financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to the UNION membership, shall, upon presentation of proof of membership and historical objection satisfactory to the CITY and the UNION, be relieved of any obligation to pay the required service fee.
58. 4. Payroll Deductions. The UNION shall provide ERD and the CITY Controller with a current statement of fees. Said statement of fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make service fee deductions, from the regular periodic payroll warrant of each CITY employee described in this Article, pursuant to Administrative Code Section 16.90. Employees hired on or after the ratification date shall receive membership and agency fee information at the time of employment. Said employees shall also be notified of their right to make direct payments to the UNION.
59. In the event an employee fails to make payments as required by this Article, the UNION may give written notice of such fact to the CITY and the employee. In the event such notice is given, a representative of the UNION, and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the UNION. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the UNION, the UNION may request in writing that the employee's employment be terminated. Upon receipt of such request, the CITY shall implement termination procedures against said employee in accordance with applicable law and Civil Service Rules. Termination for violation of this Article shall not be subject to any grievance procedure.
60. The Controller will promptly pay over to the appropriate UNION all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
61. Nothing in this Article shall be deemed to have altered the CITY's current obligation to make insurance program or political action deductions when requested by the employees.
62. 5. Revocation of Agency Shop. The Agency Shop provision covering any bargaining unit or subunit covered by this Article may be rescinded as provided by state law. ERD shall

ARTICLE I - REPRESENTATION

consult with the UNION and promulgate rules necessary for the conduct of said rescission elections.

63. 6. **Financial Reporting.** The UNION shall annually provide ERD with a detailed written financial report of its financial transactions in the form of a balance sheet, and an operating statement, certified as correct by a certified public accountant, or as an alternative, a copy of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. Copies of such reports shall be made available to employees subject to the Agency Shop provisions of this Article upon request by such employee at the offices of the UNION.
64. 7. **Indemnification.** The UNION agrees to indemnify and hold the CITY harmless for any loss or damage arising from the operation of this Article.
65. 8. **Hudson Compliance.** The UNION shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), for the deduction of agency shop fees. Annually, the UNION shall certify in writing to the CITY that the UNION has complied with the requirements set forth in this article and in *Hudson*, 475 U.S. 292.

I.J. INFORMATION, BULLETIN BOARDS AND UNION ACCESS

66. **Overtime Worked.** The UNION may have access to records of overtime worked in each department, division or section.
67. **Seniority Lists.** A list of CITY Seniority and Work Seniority detailing the date of commencement of service for all employees and their ranking in order of work seniority shall be maintained at all times by the Department with a copy provided to the UNION upon request.
68. Upon request, the CITY will make available to the UNION Local 250-A a copy of its final and approved budget each fiscal year, as well as copies of any grant proposals which include the purchase of new equipment to be used by 7410 Automotive Service Workers.
69. **Bulletin Boards.** Reasonable space will be allowed on bulletin boards for use by the UNION to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, shall not be of a slanderous or defamatory nature, or of a partisan political nature, nor shall it pertain to public issues which do not involve the CITY or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely, but in no event shall be displayed for more than two (2) weeks. A department may remove postings and/or withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this Article.
70. **UNION Access.** The UNION or its representatives shall have reasonable access to all work locations to verify that the terms and conditions of this CBA are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such reasonable rules and regulations as may be agreed by the Appointing Officer or its

ARTICLE I - REPRESENTATION

designated representative and the UNION. Disputes arising pursuant to said rules and regulations shall be referred to a panel comprised of a representative of the Employee Relations Division and the UNION.

ARTICLE II – EMPLOYMENT CONDITIONS

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II.A. NON DISCRIMINATION

71. The CITY and the UNION agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this CBA shall in any way be discriminated against because of race, color, creed, religion, sex, gender identity, sexual orientation, 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. The CITY shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.
72. Discrimination as used herein shall mean discrimination or 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, the Civil Rights Act of 1866 and any other laws and regulations relating to employment discrimination.
73. A complaint of discrimination may, at the employee's option, be processed through the City's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by the Agreement.
74. Neither the CITY nor the UNION shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.
75. The parties acknowledge the obligation of the CITY to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

II.B. AMERICANS WITH DISABILITIES / REASONABLE ACCOMMODATION

76. Americans with Disabilities Act. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply therewith.

II.C. PERSONNEL FILES & OTHER PERSONNEL MATTERS

77. There shall be maintained only one official personnel file for an employee, and the employee shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for employees covered by this CBA shall be maintained at the Personnel Office.

ARTICLE II – EMPLOYMENT CONDITIONS

78. Personnel Files. No material may be entered into the official personnel file without knowledge of the employee and a copy being given to him/her. An employee will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty (30) days of his/her having knowledge of the entry. Disciplinary records shall remain in an employee's personnel file for twenty-four (24) months of an employee's active service in the workplace and, thereafter, may be considered in subsequent disciplinary actions for similar conduct. Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after sixty (60) months. Subject to the approval of the Civil Service Commission, the employee may request, in writing, that any disciplinary documents that may no longer be considered, as described above, be removed from his/her personnel file.
79. The above provision shall not apply to disciplinary actions based on the use or being under the influence of drugs or alcohol at work; acts which would constitute a crime; acts which present an immediate danger to the public health and safety; workplace violence; dishonesty including misappropriation of public funds or property; or mistreatment of persons including retaliation, harassment or discrimination of other persons based on a protected class status.
80. Discipline described in the above preceding paragraph may not be considered for subsequent disciplinary actions after seven (7) years.
81. Standards of Performance. The UNION recognizes the CITY's right to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. Employee(s) who work at less than acceptable levels of performance may be subject to disciplinary measures. Consistent with the Meyers-Miliias-Brown Act, the CITY agrees to meet & confer with the UNION to discuss the effect of the establishment and implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.

II.D. SUBCONTRACTING OF WORK

82. 1. Required Notice of the UNION on Prop J. Contracts. The CITY shall deliver to the UNION no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
83. Information Meetings. The UNION shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet. The CITY agrees to discuss and attempt to resolve issues relating to:
84. a. possible alternatives to subcontracting;
85. b. questions regarding current and intended levels of service;

ARTICLE II – EMPLOYMENT CONDITIONS

86. c. questions regarding the Controller's certification pursuant to CITY Charter Section 10.104, subsection 15;
87. d. questions relating to possible excessive overhead in the CITY's administrative-supervisory/worker ratio;
88. e. questions relating to the effect on individual worker productivity by providing labor saving devices; and
89. f. questions regarding services supplied by the CITY to the Contractor.
90. The CITY agrees that it will take all appropriate steps to ensure 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 out so that the particular issues may be fully explored by the UNION and the CITY.
91. 2. Personal Services Contracts and Advance Notice to Unions on Personal Services Contract.
92. a. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
93. b. If the union and member of the PEC wishes to meet with a department over a proposed personal services contract, the affected union must make its request to the appropriate department within two weeks after the union’s receipt of the department’s notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by 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.
94. c. 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 above paragraph.
95. d. The City agrees to provide the union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

ARTICLE II – EMPLOYMENT CONDITIONS

96. e. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.
3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts.
97. a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the union with copy to 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.
98. b. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract, the employee organization must make its request to the appropriate department within two weeks after the receipt of the department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by 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.
99. c. 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 b.
100. d. The City agrees to provide the San Francisco Building Trades Council 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.

II.E. EDUCATION AND CAREER DEVELOPMENT

101. Career Path Development. The parties agree to make a positive effort to meet & confer during the term of this Agreement in order to explore career path development for the 7410 Automotive Service Worker classification.
102. Employee Suggestion Program. The CITY and UNION agree to publicize the Employee Suggestion Program and to encourage represented employees to submit cost saving suggestions for consideration and possible awards.

II.F. SENIORITY

103. 1. The parties hereto agree that the principle of seniority shall be observed and given consideration in the assignment of shifts, days off and overtime. The Department and the

ARTICLE II – EMPLOYMENT CONDITIONS

UNION shall meet and confer regarding implementation of this Article, including bid procedures, taking into consideration the following factors:

104. a. nature of the duties to be performed;
 105. b. needs of the department;
 106. c. preference and needs of the employees; and,
 107. d. past and present job performance.
108. Work seniority for all employees covered by this CBA shall be defined as the length of continuous service determined from the day of employment as a 7410 Automotive Service Worker. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employees on the civil service eligible list from which they were appointed.
109. Work seniority for provisional employees shall be defined as the length of continuous service determined from the day of employment in class 7410 with the Department. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employee's application date for employment in class 7410.
110. Separate work seniority lists shall be maintained for (a) permanent employees; (b) provisional employees.
111. 2. CITY Seniority shall be defined as the length of continuous service determined from the day the employee begins work with the CITY and shall prevail in determining vacations.

II.G. PROBATIONARY PERIOD

112. The probationary period, as defined and administered by the Civil Service Commission (“Probationary Period”), for new appointees shall be 2080 hours.
113. The Probationary Period for a promotive appointment shall be 1040 hours.
114. The Probationary Period for any other appointment type (i.e., bumping, transfers) shall be 520 hours.
115. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee’s Probationary Period. Provided, however, upon permanent appointment, all employees must serve no less than a 173 hour Probationary Period regardless of time worked in the provisional.
116. The employee and appointing officer may extend the duration of the probationary period by mutual consent in writing. The employee may request the assistance of the Union in connection with the extension of probation.

ARTICLE II – EMPLOYMENT CONDITIONS

II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

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

118. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking unpaid furloughs as described in Section III.A., such work will be offered to holdovers in such represented classifications.

ARTICLE IV – WORKING CONDITIONS

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

119. During fiscal years 2014-2017 ~~2013-2014~~ covered employees shall receive the following base wage increases:

Effective July 1, 2013, ~~_____~~ 1%;

Effective January 4, 2014, ~~_____~~ 1%;

Effective March 29, 2014, ~~_____~~ 1%.

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 $(2.00% < \text{CPI-U} < 3.00\%) + 0.25\%$, 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.

120. All base wage calculations shall be rounded to the nearest salary grade.

III.B. ADJUSTMENTS TO PAY

121. 1. Paydays. During the term of this CBA the parties shall investigate with the Controller the possibility that Automotive Service Workers will receive Workers compensation Benefit payments, assault pay, or other similar payments, from the CITY to be paid on the same day as regular Automotive Service Workers. The parties will also investigate the possibility that Automotive Service Workers, who will be leaving on scheduled vacation and who have earned vacation pay, shall be able to pick up their vacation pay from the Payroll Department in advance of leaving for vacation. Automotive Service Workers desiring such advance payments must notify payroll thirty (30) days before the vacation.

122. 2. Overtime & Holiday Pay. The CITY agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.

123. The Controller agrees to process and distribute all holiday and overtime paychecks with the regular pay warrants for the period in which the overtime was earned.

ARTICLE IV – WORKING CONDITIONS

124. 3. Recovery of Overpayment. Should recovery of overpayment of salary or wages be necessary, the Controller's Payroll/Personnel Services Division, or its designee ("PPSD"), will make every attempt to minimize the hardship for the employee.
125. The schedule of recovery of any overpayment shall be made by the mutual agreement between the CITY and the employee. In the absence of a mutual agreement, the CITY may recover no more than 20% of the total amount in any one biweekly paycheck.
126. 4. Correcting Problems. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:
127. No Check on Payday for the Pay Period. Highest priority, full check to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4:00 p.m., the check will be issued no later than noon of the following day.
128. Check on Payday is 10% or More Short of Total Due for Pay Period. Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.
129. Check on Payday is Less Than 10% Short of Total Due for Pay Period Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.
130. Additional Payroll Procedures. Upon the request of the UNION, the Director of the PPSD agrees to meet with the UNION to discuss matters related to the CITY's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short checks, issuance of overtime, holiday, vacation, or final paychecks. Departmental representatives will be invited to participate if the Director of PPSD deems it appropriate.

III.C. WORK SCHEDULES

131. 1. Normal Work Schedule. Employees shall work eight (8) hours within eight and one-half (8½) hours, with a one-half (½) hour unpaid lunch break. At the end of a shift and within the eight (8) hour work period an employee shall receive a ten (10) minute clean up period.
132. 2. Part-Time Work Schedules. A part-time work schedule is a tour of duty less than forty hours per week. Compensation for part-time services shall be calculated upon the compensation for the normal work schedules proportionate to the hours actually worked.

III.D. ADDITIONAL COMPENSATION

133. The CITY and UNION agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the employee's base rate of pay and shall not be pyramided.

ARTICLE IV – WORKING CONDITIONS

134. For example, Employee X earning a base rate of pay of ten dollars (\$10/hr.) per hour receives both Premium A (an additional \$0.65 per hour) and Premium B (5% increase to base pay). Employee X may NOT add Premium A to her base wage BEFORE calculating Premium B, therefore pyramiding the latter premium. All premiums are separately and independently calculated against the base wage. Therefore the correct pay for Premium A is \$0.65 per hour actually worked; Premium B is \$0.50 per hour actually worked.

1. HEAVY DUTY TRUCK TIRE PREMIUM

135. Employees in class 7410 Automotive Service Worker shall receive an additional one dollar and twenty-five cents (\$1.25) per hour premium when assigned to break down and/or repair tires on trucks, greater than one ton in weight.

2. EMERGENCY ROAD REPAIRS

136. Emergency Road Repairs. Employees in class 7410 Automotive Service Worker shall receive an additional one dollar and twenty cents (\$1.20) per hour when performing emergency road repair duties. Emergency road repairs duties premium shall be paid for situations occurring on private/public roadways, involving minor repairs, and must be approved by the Department.

3. LEAD PERSON PAY

137. Employees in classification 7410 designated, in writing, by their supervisor or foreman as lead person shall be entitled to **\$10.00 per day** ~~Five and One half (5½ %) Percent of their base hourly rate premium pay~~ when required to plan, design, sketch, layout, detail, estimate, order material, **and** take the lead on any job when at least three (3) other persons are assigned or supervise non-departmental personnel (i.e. SWAP, G.A., etc.). For all 7410 assigned to supervise non-departmental personnel, the Department shall provide these employees with working communication equipment for proper communication and safety reasons.

4. ACTING ASSIGNMENT PAY

138. Employees assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
- a. The assignment shall be in writing.
 - b. The position to which the employee is assigned must be a budgeted position.
 - c. The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

139. Claims must be filed within thirty (30) days of the date an employee was assigned to perform the duties of a higher classification.

5. SHIFT DIFFERENTIAL

140. a. Shift Differential Premium. For class 7410 Automotive Service Worker any shift immediately following a regular day shift or commencing during any period of

ARTICLE IV – WORKING CONDITIONS

a day shift shall be considered a night shift and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above the regular day rate. Night and midnight Shift Differential premiums shall be paid only for days and hours actually worked except for statutory holidays and vacation days.

6. COMPENSATORY TIME - CLASS A & B LICENSES

141. Employees in class 7410 Automotive Service Worker shall be granted compensatory time off for time spent outside their regularly scheduled assigned work schedule in obtaining a Class A or Class B California Driver's License when such a license is a condition of employment or it is required by the Appointing Officer. This provision shall not apply to time spent in preparing for tests but shall include all time spent in taking tests, medical examinations and keeping required appointments.
142. When the CITY or the State requires that employees covered by this CBA possess a valid California State driver's license or registration as a condition of employment, the CITY shall reimburse the employee for any fee involved in the renewal of said certificate, endorsement or driver's license.

III.E. OVERTIME COMPENSATION & COMP. TIME

143. Overtime shall be paid at time and one-half (1½) the base rate for work performed outside the employee's regularly scheduled work hours. The UNION shall have access to all overtime records.
144. Employees may be required to work hours in excess of their regularly scheduled work day and regular work week. Time worked in excess of eight hours per day or 40 hours per week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. Employees shall not be entitled to overtime compensation for work performed in excess of specified regular hours until they exceed eight (8) hours per day or forty (40) hours per week. Employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that statutory holidays shall be considered time worked.
145. Employees covered by the FLSA who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, unless in accordance with the other provisions of this CBA overtime work is compensated by accrual of compensatory time off.
146. 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.

ARTICLE IV – WORKING CONDITIONS

147. 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. 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 120 ~~240~~ hours calculated at the rate of time and one half. Employees may carry over 40 hours of compensatory time into the following fiscal year.

147a. Any employee with a compensatory time balance over 120 hours, as of July 1, 2014, shall be paid the difference between the accumulated compensatory time and 120 hours no later than September 1, 2014. Thereafter, through June 30, 2015, any employee with more than 40 hours of compensatory time shall either use as much of that time as practicable or shall be paid the difference between the remaining accumulated compensatory time and 40 hours no later than June 30, 2015. This provision shall sunset on July 1, 2015.

148. 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.

149. Overtime in all other departments shall be distributed as follows: Seniority by shift and shop will be the first consideration. Should an overtime opportunity become available in an individual shop (*i.e.*, running repair, fueling & servicing, heavy duty, body shop, *etc.*) within a division, then the most senior employee in such shop should receive first consideration. A rotating list will be used to disperse all overtime. The most senior person will be asked first, then each person, listed in order of seniority, will be asked in succession, until the rotation is completed. Should a person decline his/her chance, the overtime will then fall to the next person on the rotation listing.

150. Employees with poor attendance or unsatisfactory work performance shall be removed from the overtime wheel until such time as their attendance/work performance is documented as improved.

III.F. HOLIDAYS AND HOLIDAY PAY

151. 1. Except as otherwise provided herein, and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

152. January 1, 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, first Monday in September (Labor Day), the second Monday in October (Columbus Day), November 11 (Veterans' Day), Thanksgiving Day, the Day After Thanksgiving, December 25, 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.

ARTICLE IV – WORKING CONDITIONS

153. 2. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing officer in the current Fiscal Year.
154. 3. Holidays Compensation for Time Worked. Employees required by their respective appointing officers to work on any of the above specified or substitute 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 provided, however, that 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.
155. 4. Holidays for Employees on Work Schedules Other than Monday Through Friday Employees assigned to seven (7) day operation departments or employees working on a five (5)-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. 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.
156. If the provisions of this Article deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she 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 Article result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.
157. 5. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
158. 6. Floating Holidays & ~~Paid Furlough Days~~. In addition to the holidays listed above, the employees covered under this CBA will receive five ~~three~~ floating holidays and ~~two paid furlough days~~. The five ~~three~~ floating holidays and ~~two paid furlough days~~ may be taken on days selected by the employee subject to prior scheduling approval of initial eligibility for the five ~~three~~ floating holidays and ~~two paid furlough days~~ off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the five ~~three~~ floating holidays and ~~two paid furlough days~~ off. The five ~~three~~ floating holidays and ~~two paid~~

ARTICLE IV – WORKING CONDITIONS

~~furlough days off~~ may be carried forward from one fiscal year to the next. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. No compensation of any kind shall be earned or granted for the ~~five three~~ floating holidays ~~and two paid furlough days~~ if not taken off. The ~~five three~~ floating holidays ~~and two paid furlough days~~ shall not be considered holidays for purposes of calculating holiday compensation for time worked.

159. ~~Employees shall receive a one time award of two (2) floating holidays in fiscal year 2012-2013, which shall be administered in the same manner as the floating holidays prescribed in paragraph 158.~~

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

III.G. JURY DUTY

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

III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

162. 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.

163. An EMPLOYEE who has completed a probationary period of 2080 hours ~~or six months~~ of continuous service, ~~whichever is less~~, and who is appointed to a position in a higher classification deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

164. The EMPLOYEE shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

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

2. Non-Promotive Appointment.

166. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period of 2080 hours ~~or six months~~ of continuous service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower

ARTICLE IV – WORKING CONDITIONS

salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate.

167. 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:
168. a. A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
169. b. Loss of compensation would result if appointee accepts position at the normal step; or
170. c. A severe, easily demonstrated and documented recruiting and retention problem exists, or
171. d. 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.

172. 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.

173. a. Transfer. An EMPLOYEE transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
174. b. Reemployment in Same Class Following Layoff. An EMPLOYEE who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
175. c. Reemployment in an Intermediate Class. An EMPLOYEE who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual

ARTICLE IV – WORKING CONDITIONS

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.

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

III.I. METHODS OF CALCULATION

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

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

III.J. SENIORITY INCREMENTS

179. 1. ~~Entry At The First Step. Full time employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.~~

180. ~~Effective July 1, 2012:~~ Entry At The First Step. Employees appointed on or after July 1, 2012, shall advance to the second step and to each successive step upon completion of the one (1) year required service.

181. 2. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

182. 3. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.

183. 4. Exceptions.
a. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for

ARTICLE IV – WORKING CONDITIONS

more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

184. b. Satisfactory Performance
For all employees, an employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The management/supervisor shall provide an affected employee at least sixty (60) calendar days' notice of any intent to withhold a step increase. The notice shall be in writing and shall provide a list of reasons and/or explanation for denial.
185. Upon notification of intent to withhold a step increase, management/supervisor shall initiate a performance plan which shall include specific measurable goals with specific time lines to earn a step increase. Management shall consider the employee and the Union's input. A plan may be extended by agreement, in writing executed by the employee, the Union, and the management/supervisor.
186. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation may be used as evidence by either party in grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
187. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the management/supervisor, in his or her sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the management/supervisor's decision, with no retroactive payment allowed.
188. An employee's salary anniversary date shall be unaffected by this provision.
189. 5. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. Employees shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
190. 6. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
191. 7. An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the CITY either permanent or temporary, and (4) is thereafter employed

ARTICLE IV – WORKING CONDITIONS

in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

III.K. SICK LEAVE WITH PAY

192. Sick leave will be granted, accumulated, and used in accordance with applicable provisions of the Charter (Section 8.363), the Administrative Code (Section 16.17), CSC Rules and departmental rules and policies.
193. The CITY may require that any employee in this bargaining unit submit to an examination by a physician designated by the Department to determine the employee's fitness to perform his/her duties.
194. On returning from sick leave after an absence of more than five (5) working days, an employee must have a statement from his/her doctor stating the diagnosis, the treatment given, and that the employee is capable of performing his/her regular duties.
195. If an employee will not be at work on his/her regularly scheduled day, he/she must notify his/her supervisor not later than fifteen (15) minutes before the start of his/her shift. If her/his supervisor is not available, then the employee should call the contact person designated by the supervisor within the shop/unit. Only in the event that the employee is unable to reach the supervisor and the shop/unit contact person should (s)he call the Department's designated secondary contact. All time actually worked by each employee shall be maintained on the Foreman's Time Report.
196. In the case of an employee diagnosed as suffering from mental or emotional stress, elevated blood pressure, eye or heart trouble, or any comparable condition that might affect his/her ability to perform their duties, the Department may require the employee to report to the Employee Health Unit of the San Francisco General Hospital or other medical facility or physician designated by the Department for clearance before returning to work.
197. In the event of a disagreement between the doctor designated by the Department and the employee's doctor concerning the fitness of the employee to return to work, the Department's doctor and the employee's doctor shall mutually choose a specialist doctor and shall refer the employee to said specialist, whose bill shall be paid by Department. The opinion of the specialist doctor concerning the fitness of the employee to return to work shall resolve the disagreement.
198. The CITY may investigate suspected abuse of sick leave and may bring charges against any employee who willfully abuses the sick leave rules. Particular attention will be paid to patterns of absence.
199. Additional sick leave procedures may be promulgated by the Department after complying with the meet and confer requirements of the Meyers-Milias-Brown Act.

ARTICLE IV – WORKING CONDITIONS

III.L. WORKER’S COMPENSATION

200. An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee’s appointing officer’s approval.
201. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee’s normal salary unless the employee makes an alternative election as provided in this Article.
202. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee’s paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.
203. Salary may be paid on regular time-rolls and charged against the employee’s sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
204. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
205. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter section A8.409.

Return to Work.

206. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures established under those laws.
207. The CITY will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee’s medical restriction. Duties of the modified assignment may differ from the employee’s regular job duties and/or from job duties regularly assigned to employees in the injured employee’s class.

ARTICLE IV – WORKING CONDITIONS

Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employees' department, the employee may be temporarily assigned pursuant to this Article to work in another classification, on a different shift, and/or in another department, subject to the approval of the appointing officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.

Return To Work Medical Release Requirement

208. Where an employee has claimed a work-related injury, and where that employee has been determined to be a "Qualified Injured Worker" (unable to return to his or her usual and customary occupation) due to work related injury, the employee may not return to work without a medical report that fully describes and explains the employee's improvement, clearly states the employee's current work restrictions and clearly releases the employee to return to work. The City shall not be liable for pay or wages until the employee presents to the City such a report. Prescription pad or check-box medical releases shall not be sufficient to return an employee to work that has been declared to be a Qualified Injured Worker.

III.M. STATE DISABILITY INSURANCE (SDI)

209. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.N. LONG TERM DISABILITY INSURANCE

210. The City, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after a one hundred and eighty (180) day elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

III.O. VACATION

211. Vacations will be administered pursuant to the Administrative Code, Article 11, Sections 16.10 through 16.16 (dated 12/94).

III.P. HEALTH AND WELFARE

212. EMPLOYEE HEALTH CARE.—~~The City shall contribute annually for employee health benefits, the contribution required under the Charter. From July 1, 2012 to December 31, 2013, for "medically single" employees, i.e., benefited employees not receiving contributions paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.~~

ARTICLE IV – WORKING CONDITIONS

213. 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.
214. For the period January 1, 2014 through December 31, 2014 only, 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, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.
215. DEPENDENT HEALTH CARE PICK-UP. **For the period from July 1, 2014 through December 31, 2014**, the City will also contribute a maximum of \$225 per month towards each employee's dependent health coverage for the life of the agreement. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser’s dependent health care medical premium charged to the employee plus two or more dependents category.

215a. Health Coverage Effective January 1, 2015

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:

215b. Employee Only:

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.

215c. Employee Plus One:

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.

215d. Employee Plus Two or More:

ARTICLE IV – WORKING CONDITIONS

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.

215e. Contribution Cap

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.

215f. Average Contribution Amount

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.

215g. Medically Single Employees Outside of Health Coverage Areas

The provisions in paragraph 216 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.

216. DENTAL COVERAGE. The City agrees to maintain its contribution for dental benefits at present levels for the life of the agreement.
217. 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.
218. CONTRIBUTIONS WHILE ON UNPAID LEAVE. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following

ARTICLE IV – WORKING CONDITIONS

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

Life Insurance

219. A term life insurance policy with a \$14,000 benefit will be provided for represented employees with more than five (5) years of service, the full premium cost of which shall be paid by the City. For employees with five (5) years or less of service, the benefit amount will be \$6,000.

III.Q. RETIREMENT

220. The parties reaffirm that all employees covered by the CBA shall be in a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
221. All represented employees agree to make their own retirement contributions, as required under the San Francisco Charter.
222. If it is determined through the voter process or through CITY action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to the UNION's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

Retirement Seminar Release Time

223. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.
224. 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.
225. This section shall not be subject to the grievance procedure.

Retirement Restoration Payment

226. ~~For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes was impacted by the wage reduction in Fiscal Years 2010-2011 or 2011-2012 described in Section III.A. of the parties' 2006-2012 Agreement, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Section III.A., of that Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period).~~

ARTICLE IV – WORKING CONDITIONS

III.R. TUITION REIMBURSEMENT

227. The City agrees to allocate two thousand five hundred dollars (\$2,500.00) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than two hundred fifty dollars (\$250.00) per fiscal year from this special allocation. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.
228. Eligibility. Any regularly scheduled Employee within the City service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when an accredited educational institution offers such courses.
229. Expenses. The City will reimburse each eligible Employee up to \$250.00 per fiscal year for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the Employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
230. Pre-Approval. Application for reimbursement shall be prepared in a manner promulgated by the Department of Human Resources. Courses require pre-approval by the Department of Human Resources and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Department of Human Resources and the Appointing officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.
231. Repayment. If an employee resigned from the City within two (2) years following completion of the courses for which tuition reimbursement was used to fund, the amount of tuition reimbursement shall be repaid by the Employee to the City by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

III.S. VOLUNTEER PARENTAL RELEASE TIME

232. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
233. 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

ARTICLE IV – WORKING CONDITIONS

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.T. FITNESS FACILITY FEES

234. The CITY agrees to set aside an amount up to two thousand dollars (\$2,000) for each year of this agreement for the purpose of paying membership fees at a fitness facility for those employees covered by this CBA.

III.U. PAID SICK LEAVE ORDINANCE

235. 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 – WORKING CONDITIONS

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

236. The City agrees to provide all required safety equipment (i.e., protective eyewear, goggles, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
237. 1. The Department shall designate rules and regulations governing field safety measures. If mace is provided, the provision of mace, training for use of mace and the conditions under which the use of mace may be allowed are recognized to be within the sole discretion of the Department and shall be subject to departmental rules and regulations. The use and provision of mace shall not be subject to grievance or arbitration.
238. 2. The CITY agrees to meet and confer, in accordance with Meyers-Milias-Brown and the Employee Relations Ordinance, with the UNION, upon their request, prior to the introduction of new equipment regarding health and safety concerns on the use of such new equipment to be used by 7410 Automotive Service Workers.
239. 3. Safety and security will be given priority as a topic for JLMB discussions.

IV.B. PROTECTIVE CLOTHING

240. 1. Foul Weather Clothing. The City agrees to provide one set of insulated rain gear, consisting of a pair of bib-overalls and a parka with a hood to all employees working in classification 7410 Automotive Service Worker to be worn while performing their normal work duties. Upon appointment, each employee in the aforementioned classification will receive one set of rain gear. Thereafter, on an as needed basis, employees shall receive rain gear to replace gear that has been damaged, or stolen. The cost of the rain gear shall be paid by the CITY.
241. 2. The CITY shall provide protective clothing and equipment of the health and safety protection of employees on the job. Such protective clothing and equipment for the health and safety protection of employees on the job. Such protective clothing shall include rubber boots if requested by the employee and if needed for protection to shoes due to the employee's working environment. The boots currently being provided, as described in Article IV.B.1, above, may be used for this purpose.
242. 3. For employees working in classifications covered by the term of this Agreement, the CITY agrees to provide one clean pair of protective coveralls each working day to each employee. The cost of coveralls and laundering of the same shall be paid by the CITY. The employee is responsible for safeguarding coveralls issued to him/her and will be held responsible for the value of any coveralls lost, stolen or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls will be determined by the worker's supervisor on a case-by-case basis.
243. 4. The parties recognize that technological changes may result in new products and standards ensuring the protection of employees. Upon request by the UNION, the CITY and UNION will meet and discuss the question of what protective clothing and equipment

ARTICLE IV – WORKING CONDITIONS

should be utilized by employees. Any results of such discussions will be referred to appropriate control agencies

5. Damaged or Stolen Property

244. a. Reimbursement of employee's property. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code sections 10.25-1 through 10.25-9. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to her/his department head with all available documentation not later than thirty (30) calendar days after the date of each alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one-hundred-twenty (120) days following the submission of such claims. Reimbursement may be delayed if the employee does not submit the appropriate documentation.
245. b. Damaged or stolen CITY property. Employees are responsible for safeguarding CITY property entrusted to them for use in the performance of their duties and will be responsible for paying the CITY for the value of the property at the time of its loss, damage or theft due to the employee's negligence or failure to take prudent measures to safeguard the items.

6. Substance Abuse Testing

246. The parties agree that employees must be able to work in an environment free of drugs and alcohol. It is the parties' goal to: assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; prohibit the unlawful distribution, dispensing, possession or use of controlled substances; and, encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.
247. Towards this end, the parties have implemented the Substance Abuse Prevention Policy (SAPP) (attached as Appendix A) for employees in the 7410 Automotive Service Worker classification who are not currently covered by the federal Department of Transportation (DOT) testing regulations. The SAPP applies to all classifications covered by this Agreement.
248. The SAPP will sunset when all covered employees who are not subject to DOT testing regulations have terminated employment with the City, leaving only employees covered by DOT regulations. The SAPP will not sunset so long as a 7410 covered by the SAPP remains employed by the City, or retains rights to his or her position, whether through retention on a holdover list, or otherwise.

ARTICLE IV – WORKING CONDITIONS

IV.C. DIRECT DEPOSIT OF PAYMENTS

- 248a. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide Paperless Pay Policy. This policy will apply to all City employees, regardless of start date.
- 248b. Under the policy, all employees shall be able to access their pay advices electronically and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.
- 248c. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into bank cards.
- 248d. Prior to implementing this policy the City will give all employee organizations a minimum of 30-days' advance notice.
- 248e. The union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects of the policy.
- 248f. Grievances brought with respect to this Section III.B, shall be initiated at Step 3 of the grievance procedure. Grievances brought regarding underlying compensation issues will be initiated at Step 1, pursuant to the grievance procedure.

IV.D. AIRPORT TRANSIT PILOT PROGRAM

- 248g. The San Francisco International Airport will implement a pilot program to encourage employees to use mass transportation to commute to and from SFIA work locations. Under the Airport Employee Public Transit Pilot Program, the SFIA is authorized to provide incentives consistent with Internal Revenue Code 132(a)(5) for the purpose stated above. This pilot program will be evaluated 12 months after implementation to determine whether it shall be continued. The Union waives all meet-and-confer on this pilot program. This program is not subject to the grievance procedure.

ARTICLE V – SCOPE

ARTICLE V – SCOPE

V.A. SAVINGS CLAUSE

249. Should any part hereof or any provision herein be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this CBA shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the CBA.

V.B. ZIPPER CLAUSE

250. 1. 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.

251. 2. Past Practice. The parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

252. 3. Civil Service Commission Rules / Administrative Code. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet & confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract.

253. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

V.C. DURATION OF AGREEMENT

254. This CBA shall be in effect from July 1, ~~2014~~ 2012, through and inclusive of June 30, ~~2017~~ 2014.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, ~~2014~~ 2012.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Micki Callahan Date
Human Resources Director

Eric Williams Date
President
Transport Workers Union, Local 250-A

Martin Gran Date
Employee Relations Director

Ronald D. Austin Date
Vice President
Transport Workers Union, Local 250-A

Laurie S. Juengert Date
Lead Negotiator
Employee Relations Department

Bernard Broughton Date
Secretary-Treasurer
Transport Workers Union, Local 250-A

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

Elizabeth Salveson
Chief Labor Attorney

APPENDIX A: SUBSTANCE ABUSE PREVENTION POLICY

1. MISSION STATEMENT

- a. Employees are the most valuable resource to the City's effective and efficient delivery of services to the public. The parties have a commitment to foster and maintain a drug and alcohol free 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. The City and Union agree that this Policy shall be administered in a non-discriminatory manner.
- b. The City wants a safe and healthy workforce and sees drug and/or alcohol addictions as treatable diseases.
- c. 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.
- d. The City is committed to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities.

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. Further, no employee shall use alcohol or illegal drugs while he/she is on paid status.
- b. Any employee, regardless of how his/her position is funded, who has been convicted of any drug-related crime that occurred while on City business or in City facilities, must notify his/her 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" means an occurrence associated with: (a) the operation of a vehicle, including, but not limited to any City owned or personal vehicles used during the course of the employee's work day), power tools, or vessel; or (b) on equipment that is utilized to change the elevation of the employee.
- b. "Adulterated Specimen" means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

APPENDIX A

- c. "Agreement" or "Policy" means "Substance Abuse Prevention Policy" between the City and County of San Francisco and the Union, contained in this Appendix A.
- d. "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.)
- e. "Cancelled Test" means a drug or alcohol test that has a problem identified that cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.
- f. "City" or "employer" means the City and County of San Francisco.
- g. "Covered Employee" means an employee in a represented classification covered by this Agreement who is not covered by the federal Department of Transportation substance abuse regulations.
- 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. "Dilute Specimen" means a specimen with creatinine and specific gravity values that are lower than expected for human urine.
- l. "EAP" means the Employee Assistance Program offered through the City and County of San Francisco.
- m. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 5, except in those circumstances where they are prescribed by a duly licensed healthcare provider. Section 5 lists the illegal drugs and alcohol and the threshold levels for which a covered or prospective 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 thresholds where required, in effect at the time of testing. Section 5 will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the parties.
- n. "Invalid Drug Test" means the result of a drug test for a urine specimen that contains unidentified adulterant or an unidentified substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
- o. "MRO" means Medical Review Officer

APPENDIX A

- p. "Non-Negative Test" means a test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.
- q. "Parties" means the City and County of San Francisco and the signatory unions to this Agreement.
- r. "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.
- s. "Refusing to Submit or Test" means a refusal to take a drug and/or alcohol test.
- t. "Safety-Sensitive Function" means the operation of a vehicle (including, but not limited to, any City owned or personal vehicles used during the course of the employee's work day), power tools, vessel, device(s), mechanism(s), or equipment that is utilized to change the elevation of the employee.
- u. "Substance Abuse Prevention Coordinator" 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 alcohol-related disorders.
- v. "Split Specimen" means a part of the urine specimen in drug testing that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory 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 test result.
- w. "Substituted, Adulterated or Diluted Specimen" means a specimen submitted by a covered or prospective employee for which an approved testing laboratory reports the existence of an adulterant, interfering substance and/or masking agent or the sample is identified as a substituted specimen (as such terms are as defined in the DOT regulations, 49 C.F.R. Part 40), which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS/DEPARTMENTS

All classifications and positions indicated in Section 3(g) above shall be covered by this Policy. The parties may add or delete classifications or positions by mutual agreement.

5. SUBSTANCES TO BE TESTED\

- a. The City shall test, at its own expense, for alcohol and/or the following controlled substances for Reasonable Cause/Suspicion and Post-Accident:
 - (1.) Amphetamines
 - (2.) Barbiturates
 - (3.) Benzodiazepines
 - (4.) Cocaine

- (5.) Methadone
- (6.) Opiates
- (7.) PCP
- (8.) THC (Marijuana)¹

- b. The City also recognizes that covered employees may at times have to ingest prescribed drugs or medications. If an employee takes any drug or medication known to have potential side effects that may interfere with job performance, the employee is required to immediately notify the designated Department representative of those side effects before performing his/her job functions.
- c. Upon receipt of a signed release from the employee's licensed healthcare provider, the department representative may consult with 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 as to whether the employee may perform his/her 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/her job functions.
- d. If an employee is temporarily unable to perform safety sensitive functions because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform non-safety sensitive functions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This 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 not cleared by a licensed healthcare provider to perform safety sensitive functions, the City may extend this accommodation for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is anticipated to be able to resume safety sensitive functions after that thirty (30) day period. Employees required to submit to testing shall immediately identify all prescribed medication(s) that they have taken.
- e. The City reserves the right to test, at its own expense, for over-use, misuse or abuse of prescribed and over-the-counter drug or medication which had a direct job-related impact or played a role in an accident, pursuant to the testing procedures described below

6. TESTING

I. Reasonable Cause/Suspicion

- a. Reasonable cause to test an employee for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances would create a good faith belief in a prudent person that the employee has used a drug or alcohol. Such circumstances include, but are

¹ Prescription marijuana is treated as a controlled substance. The City, if deemed necessary, may test for Reasonable Cause/Suspicion and Post-Accident.

- not limited to, the employee's behavior or appearance while on any City jobsite, while on City business or in City facilities, and recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, that are not reasonably explained by other causes such as fatigue, lack of sleep, proper use of prescription drugs, or reaction to noxious fumes or smoke.
- b. Any individual or employee can report an employee who may be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or illegal drugs on the job, two (2) trained employer representatives will verify and document the basis for the suspicion and request testing. The first employer representative shall verify and document the employee's appearance and behavior based on the above-stated indicators and, if necessary, recommend testing to the second employer representative. At work locations within the border of the City and County of San Francisco (including San Francisco International Airport), the second employer representative shall verify and document the appearance and behavior of the employee based on the above-stated indicators and has final authority to require the employee to be tested. At work locations outside the border of the City and County of San Francisco, the second employer representative shall confer with the first employer representative to verify the employee's behavior based on the above-stated indicators, and he or she has the final authority to require the employee to be tested.
 - c. If the City requires an employee under reasonable cause or 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 may allow a reasonable amount (a maximum of one hour) of time for the employee to obtain representation. Such request shall not delay the administration of the tests, however.
 - d. Moreover, if the City has reason to believe or suspect that a prescription medication may have interfered with or may have had a direct impact on an employee's job performance, it may require that employee to be tested.
 - e. The department representative(s) shall be required to accurately document and file the incident and the employee shall be required to complete a consent form prior to any testing. If an employee refuses to be tested, then the City shall treat the refusal as having tested positive and shall immediately take appropriate disciplinary action pursuant to the attached discipline matrix.
 - f. The City shall bear the costs for any required testing for alcohol and/or drugs under this section. Any counseling and rehabilitation services shall be on the employee's time and at the employee's cost, except that employees may use accrued paid time off to attend treatment and may utilize any resources covered by insurance. Employees shall have the right to use any accrued but unused leave balances while enrolled in any counseling or rehabilitation program. Any request by an employee to re-test a specimen shall be at the employee's cost.

II. Post-Accident

- a. The City may require a covered employee who was involved in an event that meets any of the following criteria to submit to drug and/or alcohol testing:

- (1.) Fatality;
 - (2.) Employee involved in an on duty vehicular accident resulting in death and/or injury requiring transport for medical treatment;
 - (3.) Disabling damage to vehicles;
 - (4.) Damage to machinery, moving parts, or other non-vehicular equipment or structures in excess of \$500.00 and
 - (5.) When reasonable cause/suspicion exists.
- b. Following an accident, all covered employees subject to testing shall remain readily available for testing. An employee may be deemed to have refused to submit to substance abuse testing if he/she fails to remain readily available, including notifying a supervisor (or designee) of the accident location or if (s)he leaves the scene of the accident prior to submitting for 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.
7. TESTING PROCEDURES

I. Laboratory

- a. The testing shall be done at a certified laboratory in California. 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 alcohol and drugs identified in this policy. The City shall bear the cost of all required testing.
- b. Testing procedures, including substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs, established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Drug tests shall be conducted by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Tests shall be by urine screening and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol tests shall be by breathalyzer.
- c. A covered or prospective employee presenting herself/himself at a Substance Abuse Prevention Coordinator-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 (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as “refusing to test.”
- d. Covered employees, who refuse to test, may be subject to disciplinary action, up to and including termination, pursuant to the attached discipline matrix.

- e. The specific required procedure is as follows:
- (1.) Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
 - (2.) Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
 - (3.) A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- f. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order 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 GC/MS confirmatory test.
- g. All positive drug, positive alcohol or substitute, adulterated or diluted specimens as defined herein must be reported to a Medical Review Officer (MRO). The MRO shall review the test results and any disclosure made by the covered or prospective 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. The MRO shall make good faith efforts to contact the individual, but failing to make contact within two (2) working days, may deem the individual's result a "lab positive." After the issuance of a "lab positive," the covered employee may be placed on paid administrative leave pursuant to Administrative Code section 16.17, and will be barred from returning to work until (s)he makes a contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of a negative result.
- h. If the testing procedures confirm a positive result, as described above, the covered or prospective employee and the Substance Abuse Coordinator for the and departmental HR staff or designee City will be notified of the results in writing by the MRO, including the specific quantities. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports, forensic opinions, laboratory worksheets, procedure sheets, acceptance criteria and laboratory procedures.

- i. In the event of a positive drug or alcohol test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen. The employee may request a re-test 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.
- j. If the final test is confirmed negative, then the Employee shall be made whole, including, if any, the cost of the actual laboratory re-testing, provided that proper documentation is submitted to the City in a timely fashion.
- k. The Substance Abuse Prevention Coordinator 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.
- l. All information from a covered or prospective employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the covered or prospective employee or as required by law. The results of a positive drug test shall not be released until the results are confirmed.

II. On-Site

- a. The parties agree that for post-accident purposes, the City may conduct "on-site" tests (alcohol breathalyzer testing and "Quicktest" urine testing) and only if any of those tests is "non-negative" will a confirmation test be performed. This on-site test is to enable the covered employee and the City to know immediately whether that employee has been cleared for work.
- b. In order to facilitate the on-site urine testing, the parties agree that an individual's sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5 to 10 minutes of collection. The other two containers will be sealed and sent to the lab, in the event a confirmation is necessary due to a "non-negative" outcome of an on-site test. The laboratory will store the split sample in accordance with SAMHSA guidelines. One of the two samples will be used for a confirmation test and the other will be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

8. RESULTS

- a. Any test revealing:
 - (i) a blood/alcohol level equal to or greater than 0.08 percent (or the established California State standard for non-commercial motor vehicle operations), or when

operating a moving vehicle or performing a safety sensitive function as defined in this Policy, or

- (ii) a blood/alcohol level equal to or greater than that 0.04 percent (or the established California State standard for commercial motor vehicle operations), when operating a commercial vehicle, shall be deemed positive.

b. Substance Abuse Prevention and Detection Threshold Levels

CONTROLLED SUBSTANCE *	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml **	GC/MS	500 ng/ml **
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml **	GC/MS	150 ng/ml **
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Opiates	EMIT	2000 ng/ml **	GC/MS	2000 ng/ml **
PCP (Phencyclidine)	EMIT	25 ng/ml **	GC/MS	25 ng/ml **
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml
THC (Marijuana)	EMIT	50 ng/ml **	GC/MS	15 ng/ml **
As outlined in the PUC Project Labor Agreement				
* All controlled substances including their metabolite components.				
** SAMHSA specified threshold				

9. CONSEQUENCES OF POSITIVE TEST RESULTS

- a. For reasonable cause/suspicion or post-accident, a covered employee shall be immediately removed from performing her or his safety-sensitive functions and shall be subject to disciplinary action if any of the following takes place:
 - b. The covered employee:
 - 1) Is confirmed to have tested positive for alcohol or drugs;
 - 2) Refuses to be tested; or
 - 3) Has submitted a specimen for which an approved testing laboratory reports the existence of an “adulterant”, interfering substance, masking agent or the sample is identified as a substituted specimen (as defined herein).
- c. If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the parties’ Memorandum of Understanding, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
- d. All proposed disciplinary actions resulting from Consequences of Positive Drug/Alcohol Test(s) shall be administered pursuant to the disciplinary matrix contained herein.

10. RETURN TO DUTY

The Substance Abuse Prevention Coordinator will evaluate a covered employee who has tested positive. The Coordinator will evaluate what course of action, if any, and what assistance the employee needs, if any, and will communicate a return-to-work plan, if necessary, to the employee and department.

11. TRAINING

As soon as practicable but no later than thirty (30) days prior to the effective date of this Policy, the City or its designated vendor shall provide training on this policy from first-line, working supervisors to the Deputy Director level. In addition, all covered employees shall be advised of this policy and receive appropriate training.

12. ADOPTION PERIOD

This Policy shall go into effect on January 1, 2013.

13. JOINT UNION/CITY RELATIONS COMMITTEE

The parties agree to work cooperatively to ensure the success of this Policy. As such, any implementation and other matters of mutual interests concerning this Policy shall be discussed in the parties' Union/City Relations Committee ("UCRC"). The UCRC may also discuss adding or deleting covered classifications or positions from this Policy. The Director of Human Resources shall make a final decision based on the recommendations from the UCRC.

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 or portion of this Policy will not invalidate the remaining parts or portions. In the event of such determination, the parties agree to immediately meet and negotiate new provision(s) in conformity with the requirements of the applicable law and the intent of the parties hereto. Otherwise, this Policy may be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

ATTACHMENT - SAPP MATRIX

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence
Reasonable Suspicion	Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment ¹ . Return to Duty Test ² , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances	Will be subject to disciplinary action except where substantial mitigating circumstances exist.

	exist. ³	
Post Accident	Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment ¹ . Return to Duty Test ² , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. ⁴	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Alteration of Specimen ("Substituted," "Adulterated" or "Diluted")	Subject to Termination except where substantial mitigating circumstances exist.	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Refusal to Test	Assumption is a positive result; Referred to Substance Abuse Prevention Coordinator (SAPC). SAPC Recommendation for Treatment. ¹ Return to Duty Test. ² Subject to disciplinary action except where substantial mitigating circumstances exist. ⁵	Will be subject to disciplinary action except where substantial mitigating circumstances exist.
Failure to Comply with Treatment Program or Return to Work Agreement	Will be subject to disciplinary action except where substantial mitigating circumstances exist.	N/A

- 1: Employee may use accrued but unused leave balances to attend rehabilitation program.
- 2: Employee may not return to work until SAPC certifies that he/she has completed recommended rehabilitation program and has a negative test prior to returning to full duty.
- 3: Proposed disciplinary action for a first positive test or Refusal to Test to be no more than 15 working days, except in cases resulting in death or serious bodily injury discipline shall include termination of employment. Proposed disciplinary action for Alteration of Specimen shall be termination of employment.
- 4: Proposed disciplinary action for Reasonable Cause and Suspicion for a first positive test to be no more than 15 working days except in cases resulting in death or serious bodily injury discipline shall include termination of employment. A second positive test within three years may result in more severe proposed disciplinary action, up to and including termination of employment.
- 5: Proposed disciplinary action for Alteration of Specimen ("Substituted", "Adulterated", or "Diluted") and Refusal to Test for a first positive or occurrence to be no more than 15 working days, except in cases resulting in death or serious bodily injury discipline shall include termination of employment. A second positive test or occurrence within three years may result in more severe proposed disciplinary action, up to and including termination of employment.

Pending results of test, an employee may be removed from duty with pay or assigned non-safety sensitive functions without loss of pay.

APPENDIX A

Any employee who is subsequently determined to be the subject of a false positive or in the event a department deems the mitigating record may have been altered shall be made whole for any lost wages and benefits and shall have their record expunged. The record of the positive result shall be placed in a sealed envelope and shall not be considered in subsequent disciplinary proceedings.

If the Union disagrees with the proposed disciplinary action, it may utilize the grievance procedure as set forth in the Memorandum of Understanding, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.