

File No. 140532

Committee Item No. 7

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 12, 2014

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Contract/Agreement                           |
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Completed by: Alisa Miller Date June 6, 2014

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

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

2  
3 Ordinance adopting and implementing the arbitration award establishing the  
4 Memorandum of Understanding between the City and County of San Francisco and the  
5 International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2014,  
6 through June 30, 2017.

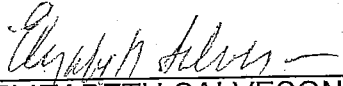
7  
8 NOTE: Unchanged Code text and uncodified text are in plain Arial font.  
9 Additions to Codes are in *single-underline italics Times New Roman font*.  
10 Deletions to Codes are in ~~italics Times New Roman font~~.  
11 Board amendment additions are in double-underlined Arial font.  
12 Board amendment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

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

16 Section 1. The Board of Supervisors hereby adopts and implements the arbitration  
17 award establishing the Memorandum of Understanding between the City and County of San  
18 Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July  
19 1, 2014, through June 30, 2017.

20 The arbitration award establishing the Memorandum of Understanding so implemented  
21 is on file with the Clerk of the Board of Supervisors in Board File No. 140532.

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

24 By:   
25 ELIZABETH SALVESON  
Chief Labor Attorney

C:\Users\Lucy.chu\Desktop\Ordinances 2014\Ordinance - IBEW 14.doc

City and County of San Francisco

Edwin M. Lee  
Mayor



Department of Human Resources

Micki Callahan  
Human Resources Director

May 15, 2014

TO: Angela Calvillo, Clerk of the Board  
Board of Supervisors

FROM: Martin Gran, Employee Relations Director *MG*  
Department of Human Resources

RE: Memoranda of Understanding

- |  |   |
|--|---|
| 1. San Francisco Building Inspectors Association (July 1, 2014 through June 30, 2017)                              | 14. Operating Engineers, Local 3 (July 1, 2014 through June 30, 2017)                                 |
| 2. Committee of Intern and Residents, SEIU (July 1, 2014 through June 30, 2017)                                    | 15. San Francisco City Workers United (July 1, 2014 through June 30, 2017)                            |
| 3. Crafts Coalition (July 1, 2014 through June 30, 2017)   | 16. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2014 through June 30, 2017) |
| 4. Deputy Probation Officers' Association (July 1, 2014 through June 30, 2017)                                     | 17. Service Employees International Union, Local 1021 (July 1, 2014 through June 30, 2017)            |
| 5. Deputy Sheriffs' Association (July 1, 2014 through June 30, 2017)   | 18. Stationary Engineers, Local 39 (July 1, 2014 through June 30, 2017)                               |
| 6. District Attorney Investigators' Association (July 1, 2014 through June 30, 2017)                               | 19. Supervising Probation Officers (July 1, 2014 through June 30, 2017)                               |
| 7. International Brotherhood of Electrical Workers, Local 6 (July 1, 2014 through June 30, 2017)                   | 20. Teamsters, Local 856 (Multi-Unit) (July 1, 2014 through June 30, 2017)                            |
| 8. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2014 through June 30, 2017) | 21. Transport Workers Union 200 (July 1, 2014 through June 30, 2017)                                  |
| 9. Institutional Police Officers' Association (July 1, 2014 through June 30, 2017)                                 | 22. Transport Workers Union 250-A (7410) (July 1, 2014 through June 30, 2017)                         |
| 10. Laborers', Local 261 (July 1, 2014 through June 30, 2017)  | 23. Transport Workers Union 250-A (Multi) (July 1, 2014 through June 30, 2017)                        |
| 11. Automotive Machinist, Local 1414 (July 1, 2014 through June 30, 2017)  | 24. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2014 through June 30, 2017)     |
| 12. Municipal Attorneys' Association (July 1, 2014 through June 30, 2017)  | 25. Unrepresented (July 1, 2014 through June 30, 2015)  |
| 13. Municipal Executives' Association (July 1, 2014 through June 30, 2017)   | 26. Amendment #6 to Firefighters, Local 798, Unit 1 (Amends 2007-2015 MOU)                            |
|  | 27. Amendment #6 to Firefighters, Local 798, Unit 2 (Amends 2007-2015 MOU)                            |

Please find enclosed for each Memorandum of Understanding:

- 1 original FINAL MOU w/attached Ordinance
- 2 copies FINAL MOU
- 1 original REDLINE MOU w/attached arbitration decision/award (if awarded)
- 2 copies REDLINE MOU

Angela Calvillo  
May 15, 2014  
Page 2 of 2

There are also twelve (12) CDs containing Microsoft Word and PDF versions of the final version of the MOUs, Redlines, and Ordinances. Electronic copies have been sent via e-mail today, too. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO – June 12, 2014  
1<sup>st</sup> Hearing – June 17, 2014  
2<sup>nd</sup> Hearing – June 24, 2014

Copies of the MOUs and Amendments have been sent to the Controller, and by copy hereof, I request that costing information be submitted directly to the Board with copies to the Employee Relations Division.

Thank you.

Enclosures

cc: Ben Rosenfield, Controller  
Kate Howard, Mayor's Budget Director  
Jason Elliott, Director of Legislative & Government Affairs  
Jermain Jones, Mayor's Liaison to the Board of Supervisors  
Rick Caldeira, Legislative Deputy Director  
Members, Government, Audit and Oversight Committee  
File



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN AND FOR**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 6**  
**JULY 1, 2014 - JUNE 30, 2017**

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**ARTICLE I - REPRESENTATION**

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

**I.A. RECOGNITION**

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

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

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

## **ARTICLE I - REPRESENTATION**

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

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

### **I.B. INTENT**

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

### **I.C. NO WORK STOPPAGES**

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

### **I.D. OBJECTIVE OF THE CITY**

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

### **I.E. MANAGEMENT RIGHTS**

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

### **I.F. OFFICIAL REPRESENTATIVES AND STEWARDS**

1. Official Representatives
8. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within

## **ARTICLE I - REPRESENTATION**

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

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

### **2. Stewards**

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

## **I.G. AGENCY SHOP**

### **1. Application**

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

### **2. Religious Exemptions**



## **ARTICLE I - REPRESENTATION**

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

### **3. Payroll Deductions**

17. a. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions for the Union. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.
18. b. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over the Union all sums withheld for membership or service fees.
19. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, and any special membership assessments, and through that system, may make changes as may be required from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

### **4. Service Fees**

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

### **5. Employee Lists**

21. a. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted.
- b. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the City shall provide such list electronically. All reasonable costs associated with such request shall be paid to the City by the Union.

## **ARTICLE I - REPRESENTATION**

22. c. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

### **6. Financial Reporting**

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

### **7. Indemnification**

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

### **8. New Hires**

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

### **9. Data**

26. The City will provide the Union the following data, for each employee in the covered classifications, on a quarterly basis within legal and reasonable administrative constraints.
1. Name;
  2. Employee Number;
  3. Department and Section;
  4. Current Classification.

27. Upon written request, the City agrees to provide to the Union, on an annual basis, gender information by job classification.

28. The City will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

## **I.H. GRIEVANCE PROCEDURE**

29. Any disputes arising between the Union and the City involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein. Grievances must state the basis, section(s) violated and remedy sought, without prejudice to subsequent amendments.
30. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and shall be filed in writing with the appointing officer (step 3) within fourteen (14) working days of formal written notice to the Union of the proposed discipline or discharge.

## **ARTICLE I - REPRESENTATION**

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

### Procedural Steps

33. a. Step 1: An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step without the formal intervention of the Union or the Director of the Employee Relations Division (ERD) shall not impair the position of either the Union or the Director of ERD in any subsequent dispute between the City and the Union which advances beyond this step.
34. b. Step 2: Any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and moved to the designated management official within fourteen (14) working days. In the event that the Union and the designated management official are unable to resolve the dispute within fourteen (14) working days, either party may move the dispute to Step 3.
35. c. Step 3: All grievances involving disciplinary suspension or discharge and any contract grievance not satisfactorily resolved at Step 2 shall be moved in writing to the Appointing Officer for resolution within fourteen (14) working days. In the event that the dispute is not resolved at the Appointing Officer level within fourteen (14) working days either party may move the dispute to Step 4.
36. d. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the Employee Relations Director within fourteen (14) working days of receipt of the Appointing Officer's decision. The Employee Relations Director shall review the appeal and may issue a decision no later than twenty (20) working days following the receipt of the appeal.
37. If the decision of the Employee Relations Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate. The Union must file a written appeal to arbitrate within twenty (20) working days from receipt of the Step 4 response.

### Selection of the Arbitrator

38. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Service.

**ARTICLE I - REPRESENTATION**

- 39. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
- 40. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
- 41. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties. Costs of the parties' transcripts and representation shall be borne by each party.

Discipline/Discharge

- 42. a. Probationary Employees:  
Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual as defined in Article II A – Non Discrimination, or on account of union activities.
- 43. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
- 44. b. Non-Probationary and Provisional Employees:  
Any permanent employee covered by this Agreement who is non-probationary may be disciplined for just cause. Any provisional employee covered by this Agreement who has served the equivalent of a probationary period may be disciplined for just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand and/or employee evaluation may not be used to support a disciplinary action.
- 45. c. Union Representation  
No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee, or any provisional employee who has served the equivalent of a probationary period, who requests the presence of a steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of his/her right to Union representation at such interview.
- 46. d. "Skelly" Rights

## **ARTICLE I - REPRESENTATION**

Any permanent non-probationary employee or any provisional employee who has served the equivalent of a probationary period subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:

47. (1) Notice of the proposed action;
48. (2) The reasons for the proposed action; and
49. (3) A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
50. (4) No discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least seven (7) work days in advance of the date such discipline is to take effect.

### Expedited Arbitration

51. By mutual agreement, the parties may utilize the following procedures:

52. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors may be resolved through an expedited arbitration process.
53. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
54. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
55. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

### Termination Appeals

56. By mutual agreement, the parties may utilize the following procedures: Termination appeals will be filed directly at Step Four (Employee Relations Division). The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal to arbitration. The parties may mutually agree to use the expedited arbitration process noted immediately above in lieu of regular arbitration.

## **ARTICLE I - REPRESENTATION**

57. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all terminations. In the absence of an agreed-upon arbitrator, the arbitrator will be selected in the manner prescribed in paragraph 38.

### **I.I. SENIORITY**

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

59. 1. City Seniority: the date of commencement of continuous city service.

60. 2. Classification Seniority: the date of certification from a Department of Human Resources eligible list to a permanent position. Temporary seniority shall not be considered.

61. In the event that two or more employee's seniority begins on the same date, seniority shall be determined in accordance with Civil Service Rule 121.2.

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

63. As such seniority lists relate to those bids contained within the Departmental MOU, any modification must be by mutual agreement and in writing.

### **I.J. BULLETIN BOARDS**

64. Reasonable space as may be mutually agreed between the parties shall be allowed on bulletin boards for use by the Union to communicate with employees. The parties further agree that all posted materials shall identify the author, be neatly displayed and shall be removed when no longer timely.

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

### **I.K. POSTING OF VACANCIES**

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

**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION**

67. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.
68. Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Act of 1866.
69. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints or sexual harassment outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.

**II.B. PERSONNEL FILES**

70. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.
71. Each employee shall have the right to review the contents of her/his file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.
72. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
73. Material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years of actual work, shall be sealed (i.e. shall remain confidential) to the maximum extent legally permissible from the date of the supervisor's written recommendation of discipline, shall not be used for disciplinary purposes provided

## **ARTICLE II – EMPLOYMENT CONDITIONS**

the employee has no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for the purpose of assisting the City in defending itself in legal or administrative proceedings. Performance evaluations are excluded from this provision.

74. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for non-consideration may be considered on a case-by-case basis.
75. With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

### **II.C. PROBATIONARY PERIOD**

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

2,080 hours for all new hires;

1,040 hours for a promotive appointment; and

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

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

### **II.D. TRAVEL REIMBURSEMENT**

#### 1. Travel Expense

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

#### 2. Use of Private Automobile on City Business

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



**ARTICLE II – EMPLOYMENT CONDITIONS**

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

**II.E. SUBSISTENCE PAY**

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

**II.F. COMPLIANCE WITH CODES**

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

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

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

**II.H. FINGERPRINTING**

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

## **ARTICLE II – EMPLOYMENT CONDITIONS**

### **II.I WORKFORCE REDUCTION**

#### 1. Obligation to Meet & Confer on Employee Workloads

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

#### 2. Advance Notice of Pending Layoffs

91. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed," or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

#### 3. Layoff Procedures

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

### **II.J. SUBCONTRACTING**

#### 1. "Prop J." Contracts

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

**ARTICLE II – EMPLOYMENT CONDITIONS**

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

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

2. Personal Services Contracts

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

3. Job Order Contract Notification Requirements

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

**ARTICLE II – EMPLOYMENT CONDITIONS**

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

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

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

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

**III.A. WAGES**

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

Unit-Wide Base Wage Increases

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

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

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

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

Internal Adjustments

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

7338 Electrical Line Worker: 3.4 % wage increase

**III.B. MAINTENANCE AND CHARGES**

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

**III.C. WORK SCHEDULES**

1. NORMAL WORK SCHEDULES

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

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

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

2. FLEX-TIME SCHEDULES

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

3. ALTERNATE WORK SCHEDULES

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

4. PART-TIME WORK SCHEDULE

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

5. EXCEPTIONS

115. a. The 20-20 Educational Program.

116. b. Specially funded training programs approved by the Department of Human Resources.

117. c. Educational and Training Courses. Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

118. d. Work schedule – Remote Locations. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules

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

shall be the “normal work schedule” for such operations.

119. e. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
120. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
121. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
122. f. Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
123. g. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
124. (1) General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
125. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.
126. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
127. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
128. (b) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

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

129. (3) Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

**III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. Normal Work Schedule

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

2. Part-Time Work Schedules

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

**III.E. ADDITIONAL COMPENSATION**

1. NIGHT DUTY DIFFERENTIAL

132. Shift pay of 8.5% shall *be* paid for the entire shift, provided at least four (4) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.).

133. Shift pay of 10% shall *be* paid for the entire shift, provided at least four (4) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m.

2. STANDBY PAY

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



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

percent of their regular straight time rate of pay for the period of such standby service. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes whose duties which are primarily administrative in nature.

**3. CALL BACK PAY**

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

**4. AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY**

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

**5. LEAD ELECTRICIAN PREMIUM**

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

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

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9354 Elevator and Crane Technician

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

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

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

7. CERTIFICATION PREMIUM

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

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

8. CORRECTIONAL FACILITY PREMIUM

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

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

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

9. HEIGHT PREMIUM

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

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**10. ACTING ASSIGNMENT PAY**

147. a. Employees assigned in writing by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if the employee is assigned to perform the duties of a higher classification for ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.
148. An employee who believes he/she is performing a substantial portion of the duties and responsibilities of a higher classification shall be entitled to file a claim for out-of-class pay with the department head. Denials for acting assignment pay shall be subject to the grievance procedure.
149. b. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
150. c. Requests for classification or reclassification review shall not be governed by this provision.

**11. SUPERVISORY DIFFERENTIAL ADJUSTMENT**

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

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wage of the employee supervised.

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

#### **12. WASTE WATER TREATMENT FACILITY PREMIUM**

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

#### **13. UNDERWATER DIVING PAY**

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

#### **14. EPOXY PREMIUM**

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

#### **15. BILINGUAL PAY**

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

### **III.F. OVERTIME COMPENSATION**

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

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

- appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.
168. Employees working in classifications that are designated in Article II of this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
  169. There shall be no eligibility for an overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
  170. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computing a work week for overtime purposes.
  171. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. The provisions of this paragraph do not apply to mandatory emergency overtime, which is to be compensated at the rate of time and one half.
  172. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
  173. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half pursuant to the provisions herein.
  174. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
  175. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

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

**1. OVERTIME & SHIFT PRACTICES**

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

**2. RECORDATION OF OVERTIME**

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

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

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

**III.G. HOLIDAYS AND HOLIDAY PAY**

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

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

181. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

182. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

**1. HOLIDAYS THAT FALL ON A SATURDAY**

183. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public

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as provided in Administrative Code Section 16.4. Those employees who work on a Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

#### **2. HOLIDAY COMPENSATION FOR TIME WORKED**

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

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

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

#### **4. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

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

#### **5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

189. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an

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"as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time-and-one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

#### **6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

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

#### **7. FLOATING HOLIDAYS**

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

#### **8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

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

#### **III.H. TIME OFF FOR VOTING**

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



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Election Code.

**III.I. VOLUNTEER/PARENTAL RELEASE TIME**

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

**III.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

**1. PROMOTIVE APPOINTMENT IN A HIGHER CLASS**

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

**2. NON-PROMOTIVE APPOINTMENT**

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

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

#### **3. APPOINTMENT ABOVE ENTRANCE RATE**

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

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

#### **4. REAPPOINTMENT WITHIN SIX MONTHS**

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

#### **5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT**

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

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

##### **b. Reemployment in Same Class Following Layoff**

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

##### **c. Reemployment in an Intermediate Class**

208. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and

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

#### **d. Reemployment in a Formerly Held Class**

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

### **III.K. METHODS OF CALCULATION**

#### **BI-WEEKLY**

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

#### **PER DIEM OR HOURLY**

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

### **III.L. SENIORITY INCREMENTS**

#### **1. ENTRY AT THE FIRST STEP**

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

#### **2. ENTRY AT OTHER THAN THE FIRST STEP**

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

#### **3. DATE INCREMENT DUE**

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

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**4. EXCEPTIONS**

216. 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 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.
217. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
218. (1) An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hour's equivalent to one year or six months, whichever is applicable.
219. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
220. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
221. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
222. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
223. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes

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of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

224. (5) Satisfactory Performance  
Notwithstanding the above paragraphs, an employee's scheduled step increase may be denied if the Appointing Officer or designee determines that the employee's performance has been unsatisfactory. In the absence of a recommendation to deny a step increase, an employee shall receive his or her scheduled step increase. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice prior to the employee's salary anniversary date of any intent to withhold a step increase and the basis for such withholding. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.
225. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s), and any facts underlying the performance evaluation(s) or other relevant information, may be used as evidence by either party in an expedited grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
226. If an employee's step increase is withheld, that employee shall be eligible for a step increase upon his/her next anniversary (increment) due date, provided, however, that, at any time before that date, the Appointing Officer, 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 Appointing Officer's decision, with no retroactive payment allowed. An employee's anniversary date shall be unaffected by this provision.
227. Withholding of step advancement shall not affect an employee's wage increases as provided for in Article III.A. Wages.

#### **III.M. SICK LEAVE WITH PAY LIMITATION**

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

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defined by CSC Rule 120.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate.

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

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

#### **III.O. WORKERS COMPENSATION**

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

#### **III.P. HEALTH BENEFIT CONTRIBUTIONS**

##### 1. EMPLOYEE HEALTH CARE

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

##### 2. DEPENDENT HEALTH CARE PICK-UP

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

##### 3. MEDICALLY SINGLE EMPLOYEES

235. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the “medically single employee” (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.
236. Effective January 1, 2014 through December 31, 2014, for “medically single employees” (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety

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

percent (90%) of the premium for the second highest cost plan for such employees.

237. If an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

Health Coverage Effective January 1, 2015

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

Employee Only:

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

Employee Plus One:

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

Employee Plus Two or More:

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

Contribution Cap

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

Average Contribution Amount

243. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium

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

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

#### **Medically Single Employees Outside of Health Coverage Areas**

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

#### **4. DENTAL COVERAGE**

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

#### **5. CONTRIBUTIONS WHILE ON UNPAID LEAVE**

248. As set forth in Administrative Code Section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

#### **6. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND**

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

### **III.Q. RETIREMENT**



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

250. Represented employees agree to pay their own employee retirement contribution. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.
251. Any City pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
252. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

#### **PRE-RETIREMENT SEMINAR**

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

#### **III.R. LONG TERM DISABILITY INSURANCE**

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

#### **III.S. JURY DUTY**

258. 1. An employee shall be excused from work on a work day on which she/he performs jury service, providing she/he gives prior notification to her/his supervisor.
259. 2. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.

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

260. 3. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

**III.T. FAIR LABOR STANDARDS ACT**

261. To the extent that this agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

**III.U. VACATION**

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

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

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

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

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

**IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

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

**IV.B. TUITION AND TRAINING REIMBURSEMENT FUND**

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

**IV.C. RETRAINING AND EDUCATION CLASSES**

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

**ARTICLE V - WORKING CONDITIONS**

**V.A. PROTECTIVE CLOTHING**

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

**V.B. WORK CLOTHING**

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

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

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

277. The City agrees to provide safety shoes to represented employees every eighteen (18) months.

**V.C. TOOL INSURANCE**

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

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

280. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.

281. 3. Upon approval of this Agreement and prior to any losses, the employee must submit

## **ARTICLE V – WORKING CONDITIONS**

a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

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

### **V.D. HEALTH & SAFETY**

290. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.
291. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.

## **ARTICLE V – WORKING CONDITIONS**

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

### **V.E. SAFETY EQUIPMENT**

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

## **ARTICLE V – WORKING CONDITIONS**

### **V.F. SUBSTANCE ABUSE PREVENTION POLICY**

301. Attached as Appendix D is the Substance Abuse Prevention Policy (SAPP). Also attached is a side letter related to the implementation of the SAPP. If pursuant to the side letter the parties proceed to arbitration, then Arbitrator Robert Hirsch shall be retained by the parties for that arbitration proceeding.

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

#### Employee Assistance Program Advisory Committee

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

### **V.H. DIRECT DEPOSIT OF PAYMENTS**

303. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.
304. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print 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 through Citywide central payroll distribution.
305. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
306. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
307. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced;

**ARTICLE V – WORKING CONDITIONS**

308. The City assures that the pay card shall be FDIC insured and that employees will not be charged for the pay card or for withdrawals made from the Bank providing the pay card. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
309. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.
310. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
311. The parties mutually agree that employees may print out pay advices during work hours.

**V.I. APPRENTICESHIP PROGRAM**

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



**ARTICLE VI – SCOPE**

**ARTICLE VI - SCOPE**

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

**VI.A. SAVINGS CLAUSE**

317. Should any part of this Agreement be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

**VI.B. REOPENER**

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

**VI.C. ZIPPER CLAUSE**

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

**VI.D. DURATION OF AGREEMENT**

322. This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, 2017, with no reopeners except as specifically provided herein.

IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

\_\_\_\_\_  
Micki Callahan  
Director, Department of Human Resources


\_\_\_\_\_  
Timothy J. Donovan  
Business Manager

\_\_\_\_\_  
Martin R. Gran  
Employee Relations Director

\_\_\_\_\_  
Kevin Hughes  
Assistant Business Manager

\_\_\_\_\_  
Laurie S. Juengert  
Chief Negotiator

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

  
\_\_\_\_\_  
Elizabeth Salveson  
Chief Labor Attorney

APPENDIX A

EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

1. WHO MAY APPLY FOR REIMBURSEMENT

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

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

2. TRAINING FOR PROMOTION OR ADVANCEMENT

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

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

## **APPENDIX A**

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

### **4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED**

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

APPENDIX B

PAST PRACTICES and DEPARTMENTAL WORKING CONDITIONS –  
IBEW LOCAL 6

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**APPENDIX B**

**I. WORKWEEK AND HOURS**

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

1. Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
2. Port of San Francisco
3. Department of Building Inspection
4. S.F. Airport, Building Maintenance (not airfield maintenance)
5. Department of Public Works
6. Public Utilities Commission Water Department
7. Public Utilities Commission Hetch-Hetchy Water and Power, except Moccasin Power House and Early Intake
8. Public Library
9. Recreation and Parks Department
10. Sheriff's Department
11. War Memorial
12. Laguna Honda
13. Public Utilities Commission Wastewater Enterprise

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

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

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

1. Moccasin Powerhouse Operators

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following two cycles:

## APPENDIX B

Moccasin Powerhouse Schedule 1 Cycle: A thirty five (35) day cycle of:

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

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

Moccasin Powerhouse Schedule II Cycle: Four (4) consecutive 10-hour day shifts within one week.

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

### 2. Early Intake powerhouses—Schedule III Cycle

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

#### D. Monday Through Friday Work Weeks:

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

- 1) Department of Technology –

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Day Shift: Public Safety Wire Section: 7:00 a.m. - 3:30 p.m.

Telecommunications Facilities Section: 7:00 a.m. - 3:30 p.m.

Swing Shift: Public Safety Wire Section: 3:00 p.m. - 11:00 p.m.

Graveyard Shift: Public Safety Wire Section: 11:00 p.m. - 7:00 a.m.

- 2) S.F. Airport Electric Shop; Building Maintenance for all classes except 7318s:

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

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

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

- 3) Public Utilities Commission

- a) Public Utilities Commission Wastewater Enterprise: staggered:

6:00 a.m. - 2:30 p.m.

6:30 a.m. - 3:00 p.m.

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

- b) Public Utilities Commission (Water Department)

Newcomb Street Yard: 7:00 a.m.- 3:30 p.m.

Millbrae Yard: 7:00 a.m.- 3:30 p.m.

- c) Public Utilities Commission (Hetch-Hetchy Water and Power; Moccasin Line Shop, Moccasin Electric Shop and Warnerville Line Shop):

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

- 4) Department of Public Works

2323 Chavez Street: 7:00 a.m. - 3:30 p.m.

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

- 5) Public Library: 7:00 a.m. - 3:30 p.m.

- 6) Recreation and Parks Department: 7:00 a.m. - 3:30 p.m.

- 7) Sheriff's Department: 7:00 a.m. - 3:30 p.m.

- 8) Port of San Francisco: 7:30 a.m. - 4:00 p.m.



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- 9) Department of Building Inspection: 7:30 a.m. – 4:00. or 8:00 a.m. - 5:00 p.m. for the front counter, rotating on a daily basis
- 10) War Memorial: 8:30 a.m. - 5:00 p.m.
- 11) Laguna Honda Electric Shop: 7:45 a.m. - 4:15 p.m.

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

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

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

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

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

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

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

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

8:00 a.m. – 4:30 p.m.

2. The San Francisco Public Utilities Commission's Hetch Hetchy Water and Power will assign workweek and work hours for employees in the Electronic Maintenance Technician Shop pursuant to Appendix B.F.1.
  - A. However, management may at its discretion assign up to 2 (two) 7318 Electronic Maintenance Technicians to a Sunday through Thursday workweek, with observed shift hours 7:00 a.m. to 3:30 p.m.
  - B. No less than once each year, each shift (meaning: workweek and work hours) shall be open to bidding. Bidding shall be conducted pursuant to numerals 2 – 6 as delineated in C. below. The scheduling of this bidding shall be at management's discretion.
  - C. In the event a vacancy occurs in the Sunday through Thursday shift , management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled using the following process:
    1. Vacancies shall be posted in all technician shops at Hetch Hetchy Water and

## **APPENDIX B**

Power for a period of five (5) working days.

2. Bids from eligible employees must be filed within five (5) working days from the end of the posting period.
3. The most senior eligible employee shall be assigned among those volunteering for the vacant assignment.
4. If no volunteers bid, management may assign least senior eligible employee.
5. Eligible employees shall be those non-probationary employees in classification 7318 Electronic Maintenance Technician, or in the case of provisional employees, those who have held an appointment in the class for a length of time equivalent to the probationary period.
6. For the purposes of bidding, seniority shall be determined first by date of hire within the department, within the classification, to a permanent position; followed, for provisional employees, by date of hire within the department, within the classification. In the event of a tie, the tie shall be broken consistent with Civil Service Commission Rule 121.3.

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

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

### G. Public Utilities Commission Power Generation and Power Management

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

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

#### 1. Shift Bidding

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

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- D. Bids will be awarded by departmental seniority.
- 2. Vacancies Between Bid Cycles
  - A. In the event a vacancy occurs on any shift between bid cycles, management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled:
    - 1) First, the most senior among those volunteering for the vacant assignment.
    - 2) Second, if no volunteers, management will assign least senior non-probationary employees within the classification, and not currently on shift, to fill the vacancy until the next bid cycle.
- 3. Seniority for the purposes of bidding means date of hire within affected class within the Department.

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

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

Each location may have up to two shifts which shall be: Shift 1, 8:00 a.m. to 4:30 p.m., Shift 2, 3:30 p.m. to 12:00 a.m. or 4:00 p.m. to 12:30 a.m. The work week for both shifts at Water Supply and Treatment Division shall be Monday through Friday.
  - B. Employees eligible to bid shall include all employees in the Water Supply and Treatment Division in class 7318, Electronic Maintenance Technician.
  - C. At the time set by Management for the annual shift bidding period, the supervisor of each unit shall post for one (1) week shifts, and the number of employees in each classification to full such shifts, so that full-time employees described in paragraph B. above may submit their choices of shifts. Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.

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

### **2. Transfer Bidding Division Transfer Bidding**

- A. There shall be a bidding system to effect transfer of employees once every twelve (12) months.
- B. Employees in class 7318 shall be eligible to transfer between sections specific in 1.A., above.
- C. Transfers shall be awarded on the basis of departmental seniority subject to the Employee's demonstrating that he/she is or becomes proficient in the job after on-the-job training not to exceed (6) months.
- D. Employees who successfully bid and who are thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.
- E. If the Water Supply and Treatment Division determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of employees entering or leaving such unit, subject to review at the Union's request pursuant to grievance procedure.
- F. An employee is ineligible to exercise a bid, if such employee has been

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disciplined by suspension or more with the one (1) year period immediately preceding the opening of the application filing period.

- G. Employee displaced by operation of the transfer bidding system, if any, shall be displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by Departmental classification seniority order.
- H. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
- I. Employees described in G. above shall be bid into the Units where vacancies described in H. above are determined to exist. Bids by such employees shall be awarded in accordance with Departmental classification seniority.
- J. No person who is required to bid in accordance with H. through I. above shall be deemed to have exhausted his/her right to transfer nor shall he/she be subjected to a twenty-four (24) months preclusion period as described in D. above.
- K. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, and shifts in a single integrated procedure.

### **3. Vacancy Bidding**

- A. All new or vacant positions at the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard) shall be subject to employee's bids before employees from the outside are hired to fill any such new or vacant positions.
- B. Eligible employees shall be those in classes 7318 and 7345 within the Water Supply and Treatment Division (Harry Tracy Water Treatment Plant, Sunol Water Treatment Plant and the Millbrae Corporation Yard), where the new or vacant position is available and who are assigned the same classification as the new or open positions.
- C. Vacancies as described in 3.A. above shall be posted in the sections where such vacancies occur for a period of five (5) working days.
- D. Bids for eligible employees must be filed within five (5) working days from the initial date of posting.
- E. Operational positions shall be awarded on the basis of Departmental classification seniority.
- F. Exceptions may be made for training purposes of if the operation of this provision would be negatively impact service reliability, service standards or

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employee safety.

- F. This procedure shall not apply to open or new positions existing at the time of the regular transfer and shift bidding periods. At such times, open or new positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift bidding procedures.
- G. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

## II. WORKING CONDITIONS

### A. Break Periods.

#### Applies to All Employees In Unit 1-L

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

### B. Meals/Meal Periods.

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

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

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

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

### C. Preparation and Clean-up Time.

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

### D. Safety Practices.

1. The City acknowledges that for health and safety reasons, the Public Utilities Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

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

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an underground vault (applicable to the Department of Technology, Public Safety Wire Section).

3. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port of San Francisco, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, and Public Utilities Commission (Wastewater Enterprise, Water Department and Hetch Hetchy Moccasin, Line, Tech Shop, Electric, and Warnerville Line Shop).
4. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.
5. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.
6. At the Department of Public Works, Bureau of Building Repair and/or Public Utilities Commission, employees assigned to the Wastewater Enterprise Division shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.
7. The City acknowledges for health and safety reasons, PUC staffs the Moccasin Power house, which includes the Control Room with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.
8. Powerhouse Operators on the Moccasin Schedule I Cycle shall be assigned at least one hundred (100) hours of North American Electric Reliability Corporation (NERC) training per year, with such training to take place during the 11-hour day shifts. Powerhouse Operators on the Moccasin Schedule I Cycle may be assigned NERC training during other shifts in addition to the one hundred (100) hours of NERC training assigned during the 11-hour day shifts.
9. If the City assigns any Powerhouse Operators to work at Early Intake, it shall assign at least two (2) Powerhouse Operators to work there on five (5) consecutive 8-hour day shifts, Monday through Friday, as set forth in Section C.2 above, however, on occasion, and subject to the operational needs of the Department, the City may staff Early Intake with one (1) Powerhouse Operator for a period not to exceed five (5) consecutive weekdays. No Powerhouse Operator shall be assigned to work alone at Early Intake on a Saturday or a Sunday without another City employee present.
10. Powerhouse Operators on the Moccasin Schedule I Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 12 hours in one day. Powerhouse Operators on the Moccasin Schedule II Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 10 hours in one day. Powerhouse Operators assigned to work on the Early Intake powerhouses on the Schedule III Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 8 hours in one day.



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### **E. Safety Equipment.**

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

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

### **F. Safety Meetings.**

1. Safety meetings are held every payday on each shift with unit employees at the following jobsite locations:
  - (a.) Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
  - (b.) Port of San Francisco Electric Shop
  - (c.) San Francisco Airport - Airfield Maintenance and Building Maintenance Shops
  - (d.) Department of Public Works Bureau of Building Repair
  - (e.) Public Utilities Commission – Wastewater Enterprise and Water Department - Millbrae and Newcomb Yards
2. Safety meetings are held at least every ten (10) days on each shift with unit employees at the following jobsite locations:
  - (a.) Recreation and Parks Department Electric Shop
  - (b.) Laguna Honda Electric Shop
3. Safety meetings are held at least once per month on each shift with unit employees at the following jobsite locations:
  - (a.) Department of Building Inspections
  - (b.) Hetch Hetchy Water and Power; Moccasin Powerhouse, which includes the Control Room and Early Intake powerhouses
  - (c.) Public Library
  - (d.) War Memorial Electric Shop (in accordance with Cal-OSHA requirements)
4. Other:

## APPENDIX B

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

### G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

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

### H. Security of Employees Effects and Tools.

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

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

### I. Training and New Hire Training Periods.

1. Department of Technology - Public Safety Wire Section: New hires not eligible for overtime shift coverage for first six months of employment.
2. San Francisco International Airport – Airfield Maintenance Only: Newly hired 9240s may be assigned to any shift.
3. Hetch-Hetchy - Tech, Line, Electric and Warnerville Line Shop: New hires assigned at the discretion of supervisor.

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### **J. Overtime, Vacation, and Shift Bidding**

#### **1. Overtime:**

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

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

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

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

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

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

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

#### **2. Vacation**

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

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

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

(i) Port of San Francisco --one (1) week notice on a first come, first serve basis.

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(Requests submitted less than five (5) working days of requested date will be considered)

(ii) Department of Building Inspection--five (5) days advance notice for vacations longer than five (5) working days. (Notice less than five (5) days will be considered)

(iii) San Francisco International Airport--Three (3) days' notice required for all vacation requests. Granted on first come, first serve basis.

(iv) Department of Public Works--One (1) week notice, granted on first come, first serve basis. Requests submitted less than five (5) working days of a requested date will be considered.

(v) Water Department--24 hours' notice for requests for vacation time of one (1) day or less, otherwise five (5) days' notice. Vacation granted on the basis of seniority.

### 3. Shift Bidding

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

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

## K. Miscellaneous Conditions of Employment

### 1. Sick Leave Use Rules:

(a) In all departments except the Water Department, Recreation and Parks Department and Sheriff's Department, sick leave use is governed by the Civil Service Rules in effect as of June 30, 1997.

(b) In the following departments, employees are required to "call in" prior to the start of the employee's shift in order for sick leave to be granted: Department of Technology, San Francisco International Airport, Water Department, Hetch Hetchy, Moccasin, Tech, Line, Electric and Warnerville Line Shop, Public Library, and War Memorial (within 1 hour of start of shift).

### 2. Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations: San Francisco International Airport (all shops; microwave, stove, tables and chairs); Department of Public Works, Cesar Chavez Street, and Wastewater Enterprise (refrigerator, microwave, vending machines provided by outside vendors, tables and chairs); Water Department Millbrae Yard (refrigerator, microwave, tables and chairs); Public Library (in Main Library only); and War Memorial.

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### **3. Use of City Vehicles/Commute Transportation:**

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

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

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

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

### **M. No-cost Parking:**

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

**Appendix B-1: Past Practices**

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

7273 Communications Line Supervisor II

7275 Cable Splicing Supervisor

7257 Communications Line Supervisor I

7308 Cable Splicer

7338 Electrical Line Worker

7432 Electrical Line Helper

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

**OVERTIME**

A. Detail Shift

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

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

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

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

B. Unscheduled Overtime

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

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

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### **C. Prearranged Overtime and Emergency Callout Procedures:**

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

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

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

### **D. Vacations**

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

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

**Appendix B-2**  
**[Past Practices]**

**ELECTRICAL INSPECTION DIVISION**

**OVERTIME DISTRIBUTION**

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



**APPENDIX C**

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**CLASSIFICATIONS ENTERING AT FIFTH STEP:**

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

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

## APPENDIX D

### SUBSTANCE ABUSE PREVENTION POLICY

#### 1. MISSION STATEMENT

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

#### 2. POLICY

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

#### 3. DEFINITIONS

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

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

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

## APPENDIX D

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

## 4. COVERED CLASSIFICATIONS

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All employees shall be subject to post-Accident testing under this Agreement. All employees who perform Safety-Sensitive Functions, as defined in this Policy, shall be subject to reasonable suspicion testing.

### 5. SUBSTANCES TO BE TESTED

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

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

b. Prescribed Drugs or Medications.

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

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

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

### 6. TESTING

#### I. Reasonable Suspicion Testing

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

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

### II. Post-Accident Testing

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

## 7. TESTING PROCEDURES

### I. Collection Site



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

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

### **II. Laboratory**

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

### **III. Medical Review Officer (MRO)**

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

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

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

## 8. RESULTS

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

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greater than 0.04 percent, or the established California State standard for commercial motor vehicle operations, shall be deemed positive. For all other post-Accident or reasonable suspicion testing, any test revealing a blood/alcohol level equal to, or greater than, 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, shall be deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed a positive test.

<b>CONTROLLED SUBSTANCE *</b>	<b>SCREENING LEVEL</b>	<b>CONFIRMATION LEVEL</b>
Amphetamines	25 ng/ml **	5 ng/ml**
Barbiturates	50 ng/ml***	20 ng/ml***
Benzodiazepines	20 ng/ml***	0.5 ng/ml***
Cocaine	12 ng/ml **	8 ng/ml**
Methadone	50 ng/ml***	10 ng/ml***
Opiates	20 ng/ml**	10 ng/ml **
PCP (Phencyclidine)	10 ng/ml **	5 ng/ml**
THC (Cannabis)	25 ng/ml and 2 ng/ml***	10 ng/ml and 2 ng/ml***
* All controlled substances including their metabolite components. ** SF Fire Department standards ***Industry standards		

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

**9. CONSEQUENCES OF POSITIVE TEST RESULTS**

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

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

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cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.

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

### 10. RETURN TO DUTY

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

### 11. TRAINING

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

### 12. ADOPTION PERIOD

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

### 13. JOINT CITY/UNION COMMITTEE

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

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### 14. SAVINGS CLAUSE

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

<sup>1</sup>. Employee may use accrued but unused leave balances to attend a rehabilitation program.

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

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

~Please print information~

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_; Division and Work Location: \_\_\_\_\_

Date and Time of Occurrence: \_\_\_\_\_; Incident Location: \_\_\_\_\_

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

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

Section II

Contemporaneous Event Indicating Possible Drug or Alcohol Impairment at Work:  
(Check all that apply)

1. SPEECH:

- Incoherent/Confused
- Slurred

2. BALANCE:

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

3. AWARENESS:

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

4. APPEARANCE:

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



**APPENDIX D**

**Section III – NARRATIVE DESCRIPTION**

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

*~Please print information~*

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

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**Section IV**

In addition to completing the narrative in Section III above:

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

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

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

Print name of first on-site Supervisor Employee Representative \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Print name of second Supervisor Employer Representative \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_



CITY AND COUNTY OF SAN FRANCISCO  
IN INTEREST ARBITRATION PROCEEDINGS  
PURSUANT TO CHARTER SECTIONS A8.409

International Brotherhood of /  
Electrical Workers, Local 6, /  
AFL-CIO /  
Union /  
and /  
The City and County /  
of San Francisco /  
Employer /

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OPINION AND AWARD

Board Members

Christopher D. Burdick:	Neutral Chairperson
Laurie Juengert	City Board Member
Kevin Hughes	Union Board Member

Appearances

On Behalf of The Union:

Peter W. Saltzman, Esq.,  
Leonard Carder, LLP,  
600 Harrison Street,  
San Francisco, CA,  
94102

On Behalf of the Employer

Margaret Baumgartner, Esq.,  
Deputy City Attorney,  
1390 Market Street, 5<sup>th</sup> Floor,  
San Francisco, CA, 94102

INTRODUCTION

The impasse between the parties came on for interest arbitration hearings on April 30 and May 2, 2014, at 1 South Van Ness Avenue, San Francisco, pursuant to Section A8.409-4 of the Charter (“Charter”) of the City and County of San Francisco (“City”).

Christopher D. Burdick, an attorney at law and arbitrator/mediator, had been previously agreed upon by the parties to act as the neutral Chairperson of the Arbitration Board. Laurie Juengert of the City's Department of Human Resources ("HR") was selected by the Employer as its Board Member; and Kevin Hughes, Assistant Business Manager of the International Brotherhood of Electrical Workers, Local 6, AFL-CIO ("IBEW", "Local 6" or "The Union") was selected by the Union as its Board Member.

The City was represented at the hearing by Margaret Baumgartner, Esq., Deputy City Attorney. The Union was represented by Peter W. Saltzman, Esq., of Leonard, Carder, P.C. The hearing was recorded by a Certified Shorthand Reporter, and the parties were afforded the full opportunity to present and call witnesses, to cross-examine the witnesses of the other party, and to present evidence and arguments in support of their positions. At the conclusion of the evidentiary hearing, the parties elected to waive closing oral arguments and to submit short "letter briefs", which were received electronically by the Chair on May 10, at which time the matter stood submitted for decision.

## I ISSUES

Prior to and during the hearing, the parties had been able to arrive at tentative agreements on many matters which had been unresolved up to arbitration. At the conclusion of the evidentiary hearing, several matters were submitted to the Board for final and binding, arbitral resolution. They are described more fully hereinafter and will be referred to, for the purposes of this Award, as follows:

- Public Works Shift Bidding and Scheduling
- Health Care Premiums
- Shift Bidding at the Airport
- Hours of Work at the Department of Technology
- Epoxy Premium
- Internal Adjustments
- 7-step salary range for Class

## II

### **LAST, BEST, AND FINAL OFFERS/DEMANDS OF THE PARTIES**

The last, best, and final offers ("LBFO") of Local 6 on these disputed Issues (described more fully hereinafter) were as follows:

#### **INTERNAL ADJUSTMENTS**

Raise the salary range for two class, i.e.

Class 7329 (Electronics Maintenance Technician Assistant Supervisor) -- 3% increase  
Class 7287 (Supervising Electronic Maintenance Technician) -- 3% increase

#### **STAGGERED SCHEDULES (APPENDIX B)**

Add to Appendix B:

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

#### **APPENDIX B**

San Francisco International Airport Airfield Maintenance and Electrical Shop: Shifts and Regular Days Off for all covered employees to be bid every six (6) months.

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

#### **EPOXY PREMIUM**

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

The last best and final offers of the City, on the separate Issues it raised were as follows:

A

**WORK SCHEDULE MODIFICATION**

[This City proposal was modified in Pars. 112 and 113, as shown below, with double strike outs and italics].

110. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place, provided however the City may change schedules subject to meeting and conferring with the Union. ~~unless a proposed change is mutually agreed to by the parties. The parties agree to the process outlined in Appendix B-3, paragraph 4 to resolve work schedule issues. Dates referenced in Appendix B-3 shall not apply to anything other than Appendix B-3.~~
111. The Appointing Authority, or designee, shall determine the level of staffing in each classification on each shift.
112. The City shall give at least one week's notice to an employee of a shift ~~(or start time)~~ change, whether the change is from one shift ~~(or start time)~~ to another shift ~~(or start time)~~ or a change in days off, or combination of both, except that in case of emergencies the City shall give as much notice as possible under the circumstances of a shift change necessitated by the emergency and shall only last for the duration of the emergency. Regular shift changes shall occur no more than once every six months for any individual employee covered by this agreement unless mutually agreed to by the City, the Union and the employee.
113. Employees who work at the Department of Public Works may have their schedules adjusted for the purpose of fulfilling a work order for a City Department for the duration of the project. ~~The shift adjustment shall reflect the shift hours of the Department requesting the work for the duration of the project.~~ DPW shall give Local 6 ten (10) calendar days' notice of any change in schedule.

B

**AIRPORT SHIFT BIDDING**

**APPENDIX B-2 WORKING CONDITIONS**

3. Shift Bidding
  - (1) Department of Technology --Public Safety Wire and

Telecommunications Facilities Sections. See attached Appendix B-1.

~~(2) San Francisco International Airport Airfield Maintenance. Shifts open for bid every four (4) months. Shift bids awarded based upon seniority within classification.~~

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

1. Shift Bidding
  - A. Management will determine the schedule of probationary employees, and will allow them to rotate shifts, as is necessary to provide probationary employees with complete training.
  - B. Shifts and Regular Days Off for all covered employees to be bid every ~~four (4)~~ twelve (12) months.
  - C. Final bid posting at least one (1) week before shift cycle.
  - D. Bids will be awarded by departmental seniority.
2. Vacancies Between Bid Cycles
  - A. In the event a vacancy occurs on any shift between bid cycles, management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled:
    - 1) First, the most senior among those volunteering for the vacant assignment.
    - 2) Second, if no volunteers, management will assign least senior non-probationary employees within the classification, and not currently on shift, to fill the vacancy until the next bid cycle.
3. Seniority for the purposes of bidding means date of hire within affected class within the Department.
4. There shall be no shift bidding for employees serving in supervisory positions including:

Transmission Line Supervisor I  
Electrician Supervisor I  
Chief Electrical Inspector  
Power Plant Supervisor I  
Power House Electrician Supervisor I  
Electric Motor Repair Supervisor I  
Communication Line Supervisor I  
Communication Line Worker Supervisor II  
Electrician Supervisor II

Power House Electrician Supervisor II  
Transmission Line Supervisor II  
Supervising Electronic Maintenance Technician  
Electronic Maintenance Technician Assistant Supervisor  
Airport Electrician Supervisor  
Head Airport Electrician  
Crane Mechanic Supervisor

C

**DEPARTMENT OF TECHNOLOGY STAGGERED SCHEDULES**

APPENDIX B: I WORKWEEK AND HOURS

D. Monday Through Friday Work Weeks:

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

1. Department of Technology –

Public Safety Wire Section: 7:00 a.m. – 3:30 p.m.

Telecommunications Facilities Section: staggered

7:00 a.m. – 3:30 p.m.

8:00 a.m. – 4:30 p.m.

Swing Shift: Public Safety Wire Section: 3:00 p.m. – 11:00 p.m.

Graveyard Shift: Public Safety Wire Section: 11:00 p.m. – 7:00 a.m.

D

**HEALTH BENEFITS**

231. Health Coverage Effective January 1, 2015

232. 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:

233. 1) 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.



234. 2) 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.

235. 3) Employee Plus Two or More:

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.

236. 4) 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.

237. 5) 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.

238. (6) Medically Single Employees Outside of Health Coverage Areas

The provisions in paragraph 233 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.

## V

### RELEVANT CHARTER PROVISIONS

Under the Charter, unresolved differences in negotiations between the City and a recognized employee organization which persist to the point of impasse are submitted to final and binding interest arbitration, to be heard and decided by a three-member board. The City appoints one member thereto, the union appoints its member, and those two members select a third, neutral person to chair the board.

Charter Section A8.409 requires the arbitration board to decide each issue in dispute by

“selecting whichever last offer of settlement on that issue it finds by a preponderance of the evidence submitted during the arbitration most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms of conditions of employment of employees performing similar services; the wages, hours, benefits and terms and conditions of employment of the employees in the city and county of San Francisco; health and safety of employees; the financial resources of the city and county of San Francisco, including a joint report to be issued annually on the City’s financial condition for the next three fiscal years from the Controller, the Mayor’s budget analyst and the budget analyst for the board of supervisors; other demands on the city and county’s resources including limitations on the amount and use of revenues and expenditures; revenue projections; the power to levy taxes and raise revenues by enhancements or other means; budgetary reserves; and the City’s ability to meet the costs of the decision of the arbitration board.”

This Charter interest arbitration system is referred to in the labor world as “issue-by-issue, baseball arbitration.” The Charter’s arbitration board may only select the offer on each disputed issue made by one party. The Board may not modify or alter, to its choosing, any proposal but may approve only one of the competing proposals on each subject still at impasse.

## VI

### CONTENTIONS OF THE PARTIES

**The Union contends that** its proposed 3% increases for the supervisory classes in the Electronic Maintenance Technician series (classes 7329 and 7287) is justified because that the supervisory differentials for the two classes (8.18% and 15.75%, respectively) substantially trail other similar City building trade class series in the City and the City traditionally has not calculated market wages for supervisory classes because of the frequent absence of matching classes and difficulty in determining comparability, and that the City does not understand the difference between Electricians and Electronic Maintenance Technician; that the requested “Epoxy Premium”, for work with a hazardous substance is supported because many of the City’s crafts (the Crafts Coalition, the Plumbers and the Painters) are paid a premium (\$1.00 per hour) for working with Epoxy and so those Local 6 members (mostly those at the Airport or Hetch Hetchy) work with the same substance alongside these other crafts, and the Union seeks the same hazard premium for them, and that only two classifications (7345 and 9240) use Epoxy, typically do so 2-3 three hours a month each and the cost would be no more than \$3,600 per year, a *de minimis* expense; that the City proposal (1) to be able to change work schedules subject only to a meet and confer requirement with the Union; (2) to be able to unilaterally determine staffing levels; and (3) to give the City the right to change schedules at the Department of Public Works (DPW) “for the purpose of fulfilling a work order” constitutes a far-reaching, all-encompassing management right that would eviscerate core and long-standing protections in the MOU, that work schedules are mandatory subjects of bargaining but the City seeks a waiver of the Union’s right to represent its members thereon, work schedules around which the rest of their life revolves, and to meet the claimed needed flexibility at DPW’s Bureau of Building Repair the Union proposed to allow BBR to commence regular work hours at 6 a.m. for work orders where (is) there is a compelling need to start work prior to 7 a.m., (ii) the work will last at least one month, and (iii) the Bureau provides the Union with at least ten business days’ notice of the early work start; that the City’s far-reaching shift and staffing proposals are actually inconsistent with one another, seeking on the one hand an unlimited management right to change schedules and staffing, while, on the other, seeking specific shift changes at DPW and the Department of Technology, but the at the hearing, the City submitted no documentary evidence on the subject, and had its two

witnesses – Mr. Lawrence from the Airport and Ms. Black from BBR – provided no support for the demands, Lawrence testifying not about scheduling at all, only about his staffing issues [when asked if he wanted to change the start and end times of the shifts, he answered “No”, that this was “simply an assignment to the shift issue”], and in fact he was unable to illustrate only one alleged staffing problems at SFIA and that in case was unable to state the matter correctly, and could not explain how the proposal would interact with the bidding system, which the City proposes to alter but not eliminate; that Ms. Black only had one example of a BBR scheduling problem, at Davies Symphony Hall concerning which she had approached the Union with only one-and-a-half business days’ notice of the needed schedule change, the only time she could recall even asking the Union for similar assistance, and that BBR has never been unable to complete its work orders on time due to scheduling problems, and that BBR’s health and safety concerns is met by the Union’s LBFO on this issue is made in a continuing effort to work with the City wherever there are legitimate scheduling problems; that the City’s proposal to add a new staggered shift, shifted forward by one hour, at the Department of Technology (DT) is flawed, as DT has never contacted the Union about scheduling problems in the mornings and it the City’s sole hearing witness on this issue, Mr. Vinson, knew virtually nothing about the relevant facts, conceding that not only does he not supervise Electricians he does not even know what Local 6 classifications work at DT, and, when pressed, he could not identify a single actual instance when City electricians were unable to perform their work by starting at 7 a.m. in the morning and he could not think of a single instance where a building was not accessible to workers at 7 a.m. or of “any incidents, specific incidents, where your employees were waiting to get into a building after starting their workday”, and that Vinson’s only justification for the proposal was so that the workday would “cover the normal course of a regular business day...” but could not tell the Arbitrator what the “normal business hours” for City buildings are, giving only a circular response [the “hours where offices are open”], and that the potential for abuse here is high, with Vinson stating that as to whether he would use the proposed language to assign *all* employees to an 8-4:30 shift was “that would be something that we would address”; and that in regards to the 93/93/83% health care approach it would be best for all concerned parties to preserve the status quo of 90/10%

until the “dust has settled” in regards to health care matters locally, statewide and nationally. .

**The City contends that** the 93/93/83 model of Health Care contributions is amply supported by the testimony and declaration of HSS Chief Operating Officer Lisa Ghotbi, that many other Unions have already agreed to this plan, that under this approach Local 6 members will save over \$350,000 in just the first year, that the expenditures required under this 93/93/83 proposal ensures the continued viability of plan choice and “first dollar coverage” and meets the long term affordability mission by changing the structure for employee premiums from the 90/10 plan, the 93/93/83 to avoid “migration” from Blue Shield to Kaiser by drawing employee rates closer together and stabilizing the Blue Shield pool, that maintaining competition between Blue Shield and Kaiser will keep rates down over the years, and that while the future always remains unpredictable, actuarial science, the best model for predicting in this type of situation, supports the City’s dire predictions about the future of health care in the City, and remains the best means of planning for such future; that the City’s LBFO includes language allowing the City to set shift schedules after meeting and conferring with the Union and is intended to clarify City authority to determine which of the Electrician classifications should be assigned to which shift, and to specifically allow DPW and BBR to temporarily modify shifts to allow for work with other Departments, that the MOU’s overly-restrictive, permanently defined shifts schedules, and the resulting inability to determine the appropriate composition of shifts, interferes with the ability of various Departments to perform their core functions, with significant difficulty in satisfying DPW’s client departments because DPW must coordinate its work with the shifts of other Departments when fulfilling work orders and that scheduling DOT’s wire splicers, for example, requires cooperation with other Departments for facility access; that in determining the composition of shifts at the Airport, when the Airport attempted to reallocate just two out of many of its swing shift Electricians to the day shift, the Union prevented it from doing so and if the current MOU language truly prohibits management from addressing its Electrician needs in its 24 hour/7 day a week operations, the language needs to change,. As it should be the Airport, not the Union, who best decides how to ensure the efficient

operations of its international airport and the safety of the public. Moreover, the City's proposal applies not just at the Airport, but across the City. The City's proposal will provide for that necessary flexibility to address changing needs, and that the City does not intend to eliminate Union input into the creation of shift hours, as it requires the City to meet and confer with the Union before permanently changing shifts while providing for notice when the City must change shifts on a temporary basis; that the LBFO of the Union for DPW/BBR fails to extend sufficiently to address the DPW's identified problems, as it allows DPW to create only one other additional specific shift (from 6:00 a.m. to 2:30 p.m.) and then only under certain narrow circumstances, thus not granting flexibility to address the continuing needs of DPW to assign its employees to fulfill work orders, that the City's LBFO creates a staggered shift within the DOT where the current schedule creates potentially non-productive work time on a regular basis and precludes DOT from meeting the needs of its client departments; that re SFIA Shift Bidding the City accepts the Union's proposal for time periods of shift bidding (six months rather than one year) but continues to assert that supervisors should not be included in that process, because Supervisors often have specialized knowledge and ability management needs to move those supervisors to ensure proper supervision; that the Union proposal for a 3% "internal adjustment" for two supervisory classes is unwarranted, as the Union did not present any evidence that the City experiences difficulties in finding supervisors to fill these classes, could not prove that these supervisors receive less pay than their counterparts in other jurisdictions, or that any standard "supervisor differential" exists in the City or elsewhere, whereas the City showed that supervisory differentials, including those in Electrician classes, do not fit any particular standard, and that unlike other series, the first line intermediate supervisory class of 7329 is an "Assistant Supervisor," whose job duties require supervising only a "small" number of other employees, and that the cost to meet this proposal would be above and beyond the cost of the wage proposal agreed to by the parties and the City's fisc cannot support more wages; that the Union's request for an Epoxy, Glue and Primer Premium of \$1.00 per hour for work done using epoxy, glue or primer is defective, as, except for the Airport Electrician's use of a grout that includes a hardening agent which appears to meet the definition of "epoxy," the Union could not identify under circumstances its members use epoxies, glues or primer

and no other electrician in the 10-County area receives an epoxy premium, and while some other City trades receive epoxy premiums, those trades may require use of those materials in a more defined basis (e.g. a plumber using a glue or epoxy on plastic piping or a painter may use types of primer before painting but the record is unclear as to when an Electrician may use something as simple as Elmer's or Superglue that might arguably fall under a broad definition of "epoxy", an uncertainty which, along with the over-breadth of the proposal, makes it impossible to determine the costs for this premium.

### **THE HEARING TESTIMONY AND EVIDENCE**

The parties stipulated to the admission, without objection, to a number of City exhibits, including the Declarations of the City Controller and the Mayor's Budget Director in regards to the City's finances, and a number of documents dealing with the City's Health Service System (HSS), its history, its reserves, its contingency plans, its recent utilization and claims experience, and a review of its medical premium contribution cost projections. Significant among the stipulated exhibits was the Declaration of HSS Chief Operating Officer, Lisa Ghotbi ("Ghotbi"), who also testified.

The City did not advance its inability to pay for the proposals advanced by the Union (although it does claim that its budgeted expenditures did not include a few things the Union wants), nor did either party rely upon or introduce any evidence on increases in the Consumer Price Index (CPI) or of external private sector "comparables" in support of its position. In regards to the Health Care issue, the City relied on its HSS exhibits and the Declaration and testimony of Ms. Ghotbi, and in great part so do we.

A) **The Health Care Trust** Because the most consequential financial issue is the Health Care dispute we describe here at some length the City Trust and its operation, based on the Ghotbi testimony and declarations, which were basically undisputed. The City provides to its employees and retirees essentially two health acquire plants, Kaiser and Blue Shield. An old "City Plan" was closed to new enrollment many years ago and only a handful of active employees participate in that plan, which will not be discussed herein. The City offers these two plans through a trust fund maintained and

administered by HSS. HSS itself was established in 1937, is governed by an HSS Board, and its duties and powers are set forth in Charter Section A8 .422. HSS negotiates rates and benefits not only on behalf of City employees and retirees but also on behalf of the San Francisco Unified School District, the San Francisco Community College District, and the Superior Court and its employees, providing coverage for over 110,000 members, retirees, and their dependents.

HHS staff, responsible for benefit administration, evaluates the performance of its "vendors" (here Kaiser and Blue Shield), negotiates contracts with its carriers in a confidential forum, and endeavors to receive the most favorable rates and premiums for its members. The HSS health plans are administered on a calendar year basis, whereas the City itself operates on a fiscal year basis, and most of the City's labor agreements (including the one discussed herein) also operate on a fiscal year basis. So, if premiums are going to rise (as they inexorably do), they do so effective January 1 of each calendar year. Open enrollment to change plans in October each year.

For calendar year 2012, the City negotiated with its recognized employee organizations/unions for approximately 60 bargaining units for what is generally referred to as the "90/10" model for the payment of health care premiums, meaning that, essentially, the City paid 90% of the premium and the employee/members/retiree paid the remaining 10%. This was true for both plans, at each level (that is, "employee only", "employee +1" and "employee +2" [the so-called call family plan]). This structure resulted in what HSS feared was the start of a "migration" of Blue Shield family members in the Kaiser, because the existing 90/10 contribution model basically provided a subsidy based on the Kaiser family rate. So, for example, a member who enrolled in the Kaiser family coverage received an "average contribution" for the employee only, plus coverage +75% of the cost for dependent care, whereas the member who enrolled in the blue shield family coverage received an "average contribution", plus 75% of the Kaiser rate, which totaled only 70% of the total Blue Shield rate, as opposed to the members who elected Kaiser and so received 83% of the total Kaiser family premium.

Under Charter Section A8 .428, the City is required to contribute an "average contribution", or the 10-county amount, toward "employee-only coverage" for each



employee, which meant that in 2014 this resulted in a 5% drop in the number of members who selected Blue Shield (45% to 40%), with the employee-only Kaiser members pay only \$1.90 whereas Blue Shield members paid about \$28. The Kaiser employee-only premium is essentially the same as the 10-county amount. This means that for January 2015, members under a 90/10% contribution formula will pay little, or nothing, for the Kaiser employee-only premium (only about \$4.00) but would pay 10% of the Blue Shield employee-only premium (about \$60). Ms. Ghotbi and her Board are convinced that if this occurs there will be more, significant "migration" from Blue Shield to Kaiser, resulting in what the insurance people refer to as a "death spiral", where the insurer is required to increase its rates because the covered population shrinks, particularly among the younger, healthier members, resulting in a remaining covered population of older and higher risk/higher cost members.

Ms. Ghotbi declares that the 93/93/83% contribution model spreads the aggregate cost of insurance premiums more evenly among all categories of employees, while ensuring that Kaiser does not achieve a monopoly and will be required to bid against, and compete with, Blue Shield. The IBEW membership is split fairly evenly between Kaiser and Blue Shield but every year, City-wide and to a lesser extent in this Unit, the difference, for example, between the Kaiser employee-only premium (about \$1.83) as compared to the Blue Shield rate (approximately \$28) usually leads to workers maximizing their take-home by selecting the lower cost plan. If the inevitable City-wide migration continues, the growing disparity between the premium rates for Kaiser as opposed to Blue Shield will become ever more striking, the temptation to move from Blue Shield Kaiser to maximize take-home pay every month is very strong. Nonetheless, the Union wishes to preserve the present 90/10% model.

**B) Shift Scheduling at the Department of Technology** DOT provides most of the installation and service of the hardware and wiring for audio, visual, phone, Wi-Fi and Internet and related services to the City's various departments and divisions. These "clients" of DOT work in many different buildings and structures throughout the city and have different opening and closing times for their staff and for their own buildings. In the case of "pulling wire", for example, when the DOT Electricians and

Cable Splicers pull (or replace) the internal wires in a building to hook up to the Comcast external wiring, the clients and DOT often prefer to have that work done when the building is open to all the workers and the public. Other departments may wish to have that type of work, or other repair, upgrades or installation work done when all the employees gone home, the building is basically empty and the work can be done without interruption of normal services.

The shift schedules for these DOT workers are set forth in Appendix B to the MOU, in Subsection D (1), and basically consist of only a day shift starting at 7:00 AM and ending at 3:30 PM. The so-called "Public Safety Wire Section" has three shifts, swing, graveyard, and days. The City's proposal is to create a staggered shift within DOT because, as Mr. Vinson of DOT testified, the current shift schedule creates potentially non-productive work time for its employees on a regular basis, and precludes DOT from meeting the needs of its client departments.

The Union proposes the *status quo*, pointing out that DOT has never contacted the Union about scheduling problems in the mornings. Mr. Vinson was an unfortunate witness for the City on this issue, as it was clear he knew little-to-nothing about what Electricians actually do or even which Electrician classifications working in his Department. Since he does not supervise electricians, he didn't even know what they did or where they were between their starting time (7 AM) and the time they arrived on scene to work on a DOT project. Nor could he identify an actual instance when City electricians were unable to perform their work and complete their assignments as scheduled simply because they started at 7 AM. All he could say was that "if the buildings are not open at 7 o'clock, I don't know what they're doing at 7 o'clock". He could not give the Arbitrator a concrete, *single instance* where a building was not accessible to workers at 7 a.m., and when asked if he was aware of any specific incidents where his employees were waiting to get into a building after starting their workday, he answered "No." Nor was he aware of the actual opening time of the hundreds and hundreds of the various City buildings and facilities, and when asked about access to City Hall, he admitted that although there is no public access at that hour "if I work in the building then I can get in." Vinson's major justification was to align DOT's workday to "cover[] the normal course

of a regular business day..." but when asked what "normal business hours" are, his response was circular: the "hours where offices are open".

C) **DPW Hours and Shift Scheduling** Appendix B (D) (4) provides for only a single DPW shift, namely a 7 AM-3:30 PM dayshift, and the City has proposed new language giving it the power to change schedules, subject only to meet and confer with the Union but removing and deleting the dispute resolution procedure presently set forth in Par. 110, which refers to App. B-3(4)'s arbitration provisions. The City also desires new language granting to each "Appointing Authority, or designee," the right to determine the level of staffing in each classification on each shift (a problem primarily occurring at the airport). Under these new procedures, the City would be required to give at least one week's notice to an employee of a shift change, whether the change is from one shift to another shift or a change in days off, or combination of both. In case of emergencies the City would be required to give as much notice as possible under the circumstances of the change necessitated by the emergency and the change would only last for the duration of the emergency. The City also proposes that regular shift changes would occur no more than once every six months for any individual employee unless mutually agreed to by the City, the Union and the employee. In particular, the City wants to grant DPW the power to adjust workers schedules to fulfill a work order for a City Department for the duration of that particular work order/project, requiring that DPW give Local 6 ten calendar days' notice of any change in schedule.

The City argues that its evidence shows that the MOU's overly-restrictive, permanently defined shifts schedules, and the inability of Departments to determine the appropriate composition of shifts, and interferes with management's ability to perform core functions. Sue Black from DPW testified that her division experiences significant difficulty in satisfying the needs of client departments because DPW must coordinate its work with the shifts of other Departments when fulfilling work orders. The Union's LBFO on this proposal fails to extend sufficiently far to address the identified problems. It does not even extend sufficiently to address DPW's identified problems.

The City urges the Panel to reject the Union counter-proposal as inadequate because under it DPW could create only one other additional specific shift, from 6:00 a.m. to 2:30 p.m., and only under certain narrow circumstances. This would not give DPW the flexibility to address the continuing needs to assign its employees to fulfill work orders.

To meet the City's proposal and concerns, at least in part, the Union proposes new language to allow the BBR at DPW to commence regular work hours at 6 a.m. for work orders where (i) there is a compelling need to start work prior to 7 a.m., (ii) the work will last at least one month, and (iii) the Bureau provides the Union with at least ten business days' notice of the early work start.

The City's only witness on this issue was the aforementioned Ms. Sara Black, Superintendent of BBR, who cited several reasons, including health and safety, for beginning work earlier under certain well-defined circumstances. But Ms. Black could only point to one specific BBR scheduling problem, involving SF Symphony rehearsals from 2:00 PM to 4:00 PM at Davies Symphony Hall, where the BBR crew was installing solar panels on the Davies roof and the SFS insisted upon complete silence while the Orchestra rehearsed. Ms. Black did approach the Union on this matter but, as Mr. Hughes later explained, she only gave the Union one and a half business days' notice of the desired schedule change, and Ms. Black conceded she had never before (or after) approached the Union for similar assistance, a fact confirmed by Mr. Hughes on behalf of the Union. Ms. Black also testified that BBR has never been unable to complete its work orders on time due to scheduling problems. Black testified that BBR's occasional need for an early start was not meant to include very early start times, for which she would expect to pay overtime) and that she would use this new, proposed language only for "long" projects lasting a month or more and where she would be able to provide the Union with adequate advance notice. The Union's counter-proposal, *supra*, incorporates some of these criteria where there are scheduling problems.

D). **Airport Shifts and Schedules** The City had three proposals regarding shift bidding at the Airport: (1) to change the frequency of shift bidding from

once every four months to once a year; (2) to eliminate the requirement that bids be awarded on “seniority within classification”; and (3) to eliminate all shift bidding for “supervisory employees”. As its final offer, the Union proposes to change the frequency of shift bidding from once every four months to once every six months.

The City presented no documentary evidence on the issue and its sole witness on the SFIA issues, Mr. Alex Lawrence, testified that in his opinion it “is important that management have discretion in assigning supervisors to a particular shift in that they may have expertise in that particular area or needed in a particular project.” (Tr:251). Lawrence also testified that when the Airport attempted to address its work needs by reallocating two of many of its swing shift electricians to the day shift, it could not do so, because the Union claimed its current contract language prohibits management from addressing its electrician needs in this manner.

Mr. Hughes testified that when the Airport attempted to change the composition of a shift it left the Airport without 9240 Airport Electricians on the swing shift, with no one who could fix runway lights. The Airport believes its management, and not the Union, who can best decide how to ensure continued efficient operations and the safety of the public. The City argues that the Union’s contract interpretation that the Airport had inaccurately calculated how many of which class of electrician the Airport should keep on swing shift suggests that the Union believes it, and not the Airport, should manage the multi-faceted needs of the Airport as a whole, and so there language needs to be changed.

Lawrence also claimed, apparently contrary to the clear language in the MOU, that the elimination of SFIA supervisory bids was just a clarification of current practice (Tr:251-4). But unrebutted documentary evidence the Union submitted by email on May 5 showed that Airport supervisors have participated in shift bidding and that Lawrence himself agreed to re-post a sign-up sheet specifically so that supervisors could participate.

To union workers in all employments (from teachers to laborers), Seniority in awarding work is a prized, foundational precept, which the City simply asks the panel to jettison overnight. Significantly the City put on no compelling evidence of the need for,

or the productivity rewards of, the elimination of seniority in bidding beyond Mr. Lawrence's opinion.

With respect to the frequency of shift bidding, Mr. Lawrence testified about the burden of having to post shift bids every 4 months (Tr:250), although neither he nor any City witness spoke directly to the reason for proposing a move to once a year. Nonetheless, and as an accommodation to the Airport, the Union proposes moving the shift bidding to once every six months.

E). **The Epoxy Premium** Electricians sometimes work with products that contain epoxy, a potentially dangerous chemical. It appears that most of the epoxy work involves the use of a grout applied on runways as part of routine maintenance or after some disturbance to runway surfaces. Electricians may also use epoxy in glues to join and seal pipes. The Union seeks the same \$1.00 per hour as the City's plumbers, painters and Craft Coalition workers receive.

The City says this should be rejected because of the uncertain and open-ended costs and the failure to define "epoxy", which could lead to abusive claims for the use of such benign products as, e.g., Elmer's glue or Superglue.

### **THE BURDENS AND QUANTUM OF PROOF**

The Union bears the burden of persuasion on its proposals on internal adjustments for the two supervisory classes and the epoxy premium, The City bears the burden of proof and persuasion on its health care 93/93/83% approach, and on DOT, BBR and SFIA scheduling, staffing, and shift bidding, and, finally, on the 7-step salary range for Class 7-step salary range proposals.

In interest arbitration proceedings of this type, the burden of proof rests upon the party seeking a change in the status quo: see, e.g., Parker v City of Fountain Valley, 127 Cal. App. 3d 99, 113 (1981); Layton v. City of Pomona, 60 Cal. App. 3d 58, 64 (1976). So the Union must, by a preponderance of the evidence, prove that its proposals more closely meet the criteria of the Charter than would upholding the City's desire to adhere to

the status quo. Conversely, the City bears a similar burden of proof in convincing the Panel that it should adopt its 93/93/83%, and other proposal re shifts and scheduling.

The applicable quantum of proof required is proof by a preponderance of the evidence.

Cal. Ev. Code section 115 states:

§ 115. Burden of proof. "Burden of proof" means the obligation of a party to establish by evidence a requisite degree of belief concerning a fact in the mind of the trier of fact or the court. The burden of proof may require a party to raise a reasonable doubt concerning the existence or nonexistence of a fact or that he establish the existence or nonexistence of a fact by a preponderance of the evidence, by clear and convincing proof, or by proof beyond a reasonable doubt. Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence.

"Preponderance of the evidence" here simply means that the party bearing the burden of proof on each issue must establish the facts of its presentation with evidence found by the trier-of-fact (here, the Panel) as being more likely to conform to the criteria of the Charter than not. The "preponderance" standard simply requires the trier of fact "to believe that the existence of a fact is more probable than its nonexistence." In re Angelia P., (1981) 28 Cal.3d 908, 919.

## V

### ANALYSIS AND APPLICATION OF THE CHARTER CRITERIA TO THE EVIDENCE

#### 1. **Consumer Price Index.**

Neither the Union nor City proposals were directly impacted, driven or supported, one way or the other, by increases in the CPI. Thus no testimony was presented on the CPI by either party, and the Board did not consider the CPI in rendering this Award. But we do know that for many, many years now the increases in medical costs, including the cost of premiums, have steadily risen at a rate well above the increase in the CPI and that is of some significance in considering the 93/93/83% issue, which deals with health care costs.

**2. Wages, hours, benefits and terms and conditions of employment of employees performing similar services.**

This factor looks to the "prevailing rates" paid, and the terms and conditions maintained, by other employers (both public and private) to their employees performing like or similar work. With the exception of the two classes for which the Union seeks an internal adjustment, and the City's 93/93/83% health care proposal, neither party submitted any testimony in regards to wages, hours, or conditions of other City or private sector employers.

**3. The wages, hours, benefits, and terms and conditions of employment of other employees in the City and County of San Francisco.**

Except for the two classes for which the Union seeks an internal adjustment, the Epoxy Premium and the City's 93/93/83% health care proposal, no proposal was predicated upon comparability with other City employees.

**3. Health and Safety of employees.**

Neither party claimed that adoption of the other's proposals (or the maintenance of the *status quo*) would alter the existing health and safety of the workplace. The Union's Epoxy proposal does deal with the workers' use of a potentially dangerous chemical but proposes only a \$1.00 an hour premium when workers are actually using that product and so was only peripherally related to "health and safety" in the classical sense.

**4. The financial resources of the City and County of San Francisco, including a joint report to be issued annually on the City's financial condition for the next three fiscal years from the Controller, the Mayor's budget analyst and the budget analyst of the board of supervisors.**

As noted above, the City did not claim that it lacks the financial resources to meet the Union's demands, and the parties stipulated to the Controller's and Mayor's Budget



Director's declarations as the basis for general information on the City's budget, cash flow, and the projected general state of the municipal fisc. The Ghotbi testimony and her declaration do paint a gloomy picture for the HSST Trust in the future if something is not done to stop migration from Blue Shield to Kaiser.

7. **Other demands on the City and County's resources (including limitations on the amount of revenue and expenditures); City Revenue Projections; the power to levy taxes and raise revenue by enhancement or other means; budgetary reserves; and the City's ability to meet the costs of the decision of the arbitration board.**

See our analysis of Par. 6, immediately above. As described above, "ability to pay" is not an issue and so there was no testimony upon these five Charter criteria.

- 8 **Those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment.**

This catchall phrase requires the Panel to look at those traditional, classical, criteria and elements which drive unions, employees, and employers towards the decisions they ultimately make in the labor-management, collective bargaining universe. We therefore look to the relative nature of the bargaining unit in question (are these professional, highly paid employees or are they traditional blue-collar workers, at the lowering of the salary schedule?), competition for like or similar workers in the relevant labor market, turnover, the cost of fringe benefits in healthcare, the history in the bargaining unit and the Electricians trade (public and private) and the like.

## **APPLICATION OF THE CHARTER CRITERIA TO THE ISSUES AT IMPASSE**

1) **Epoxy Premium** -- The City's Crafts Coalition, Plumbers and Painters are paid a premium of \$1.00 per hour for working with Epoxy (Un. Exs. 5, 18, and 19) and we see no good reason why Local 6 members (mostly those in classes 7345 and 9240 at the Airport and Hetch Hetchy) who work with the same substance alongside these other crafts should not receive the same modest hazard premium. The City's concern that the proposal could not be costed was rebutted by Mr. Hughes who explained that only two classifications use Epoxy, and they typically do so for two to three hours a month each. The City's own budget data (Un. Ex. 3) shows a cost of no more than about \$3600.00 per year (100 members) x (3 hours) x (12 months) x (\$1.00), or \$3,600, a *de minimis* expense. But the City concern over what constitutes "epoxy" is reasonable, and we agree that such substances as Elmer's Glue and Superglue and the like should not be advanced and that the Union and its members will not overreach over the term of the MOU. The Union proposal will be accepted.

2) **Internal Adjustments** -- The Union proposes three percent (3%) increases for the supervisory classes in the Electronic Maintenance Technician series (classes 7329 and 7287). The City proposes the *status quo*.

The evidence shows that the "supervisory differentials" across the City are "all over the lot" and not consistent. There appears to be no such thing as an "appropriate" differential, a spread between classes in a ladder that is neither too low nor too high, except in the eyes of the supervisors seeking a higher figure. The present supervisory differentials for the two classes is 8.18% and 15.75%, respectively, a high figure which would not, on their faces, appear to discourage promotion from the lower classes and indeed the Union made no showing of such a negative consequence. Unlike other series, here the first line intermediate supervisory class (7329, an "Assistant Supervisor") duties require supervising only a small number of other employees. But the Union claims these figures substantially trail other similar building trade series in the City, and because the City does no "comparable comparisons" of supervisory classes, the example of the City's own crafts should trump. City witness Steve Ponder agreed that the City does not calculate market wages for supervisory classes because of the frequent absence of matching classes and difficulty in determining, conforms to City practice when reviewing supervisory salaries and the need for equity comparability.

The Union did not present any evidence that these supervisors receive less pay than their counterparts in other jurisdictions, that any standard “supervisory differential” exists in the City or elsewhere, or that the City crafts receiving a higher differential may actually supervise more (or less) subordinates, or have greater or less responsibilities. Supervisory differentials even in electrician classes do not fit any particular standard. (See Ex. 52). We do not believe the requisite showing by a preponderance of the evidence has been made, and so the Union proposal is rejected.

3) **Staggered Shift Schedules at Department of Technology --**

The City wants to add a new shift, with a start time shifted forward by one hour, at the Department of Technology (DT). The Union proposes the status quo.

City witness Vinson testified, the current shift schedule creates “**potentially** non-productive work time” (Emphasis added) for employees on a regular basis and precludes DOT from meeting the needs of its client departments. But it appears that DOT has never contacted the Union about scheduling problems in the mornings, and, unfortunately, the City’s witness on this issue, Mr. Vinson, seemed to know very little; he does not supervise electricians; could not say what Local 6 classifications work at DOT; could not identify a single actual instance when City electricians were unable to perform their work by starting at 7 AM; and even seemed unclear on access to City buildings by scheduled City workers for repairs and maintenance before or after “normal business hours”; and was unsure what Electricians did between their 0700 start time and the opening of buildings at 0800, 0830 or -000- or whatever the “opening hour” is for the facility in question (“if the buildings are not open at 7 o’clock, I don’t know what they’re doing at 7 o’clock”:Tr:161). Vinson’s only justification for this proposal was to insure the workday would “cover[] the normal course of a regular business day...” (Tr:157) but when asked what “normal business hours” are, he could only respond that they are the “hours where offices are open”. (Tr:162)

It is difficult to overstate how jealously construction and skilled crafts workers hold on to their venerable 0700 start time – it is right up there with the Holy Grail. Of course, the mere fact that workers are greatly attached to a working condition does not mean that it is immutable, but it does mean that the employer needs to truly convince its

workers (or, here, the arbitrator) that a change is essential (and not merely speculative or hypothetical) to its operations. Here Mr. Vinson did not come even close to doing so.

4) **DPW Hours and Shift Scheduling** Today Appendix B(D)(4) provides for only a single DPW shift -- a 7 AM-3:30 PM dayshift -- and the City has proposed new language giving it the power to change schedules, subject only to meet and confer with the Union but removing and deleting the dispute resolution procedure presently set forth in Par. 110, which refers to App. B-3(4)'s arbitration provisions. The City also desires new language granting to each "Appointing Authority, or designee," the right to determine the level of staffing in each classification on each shift (a problem primarily occurring at SFIA). Under these new procedures, the City would be required to give at least one week's notice to an employee of a shift/days-off change, or combination of both. In emergencies the City would give as much notice as possible under the circumstances of the emergency and the change would only last for the duration of the emergency. The City also proposes that regular shift changes would occur no more than once every six months for any individual employee unless the City, the Union and the employee all agree. In particular, the City wants to grant DPW the power to adjust workers schedules to fulfill a work order for a City Department for the duration of that particular work order/project, requiring that DPW give Local 6 ten calendar days' notice of any change in schedule.

The City feels that the MOU is overly-restrictive and precludes Departments to determine the appropriate composition of shifts and interferes with management's ability to perform core functions. Sue Black from DPW's Bureau of Building Repair (BBR) testified that her Division experiences significant difficulty in satisfying the needs of client departments because DPW must coordinate its work with the shifts of other Departments when fulfilling work orders. Black finds the Union's LBFO fails to extend sufficiently far to address the identified problems and does not extend sufficiently to address DPW's identified problems.

To meet the City's proposal and concerns, at least in part, the Union proposes new language to allow the BBR at DPW to commence regular work hours at 6 a.m. for work

orders where (i) there is a compelling need to start work prior to 7 a.m., (ii) the work will last at least one month, and (iii) the Bureau provides the Union with at least ten business days' notice of the early work start. The City urges the Panel to reject the Union counter-proposal as inadequate because under it DPW could create only one other additional specific shift, from 6:00 a.m. to 2:30 p.m., and only under certain narrow circumstances. This would not give DPW the flexibility to address the continuing needs to assign its employees to fulfill work orders.

The City's only witness on this issue was the aforementioned Ms. Sara Black, Superintendent of BBR, who cited several reasons, including health and safety, for beginning work earlier under certain well-defined circumstances. But Ms. Black could only point to one specific BBR scheduling problem, involving SF Symphony rehearsals from 2:00 PM to 4:00 PM at Davies Symphony Hall, where the BBR crew was installing solar panels on the Davies roof and the SFS insisted upon complete silence while the Orchestra rehearsed. Ms. Black did approach the Union on this matter but, as Mr. Hughes later explained, she only gave the Union one and a half business days' notice of the desired schedule change, and Ms. Black conceded she had never before (or after) approached the Union for similar assistance, a fact confirmed by Mr. Hughes on behalf of the Union. Ms. Black also testified that BBR has never been unable to complete its work orders on time due to scheduling problems. Black testified that BBR's occasional need for an early start was not meant to include very early start times, for which she would expect to pay overtime) and that she would use this new, proposed language only for "long" projects lasting a month or more and where she would be able to provide the Union with adequate advance notice. The Union's counter-proposal, *supra*, incorporates some of these criteria where there are scheduling problems.

We believe that the City has failed to prove, by a preponderance of evidence, that its broad, sweeping proposals in regards to shifts, scheduling, and staffing meet one or more of the criteria set forth in the Charter. All the City testimony set forth, basically, mere hypotheticals and projections of difficulty and futility, but when it came to cold, hard facts, the City's witness could come up with only one specific example, that of the Symphony rehearsal at Davies Hall.

Everyone likes to have more power than they have now: everybody would like to have more flexibility to deal with the exigencies of modern life. But here the City has contractual language going back many, many years and over many, many labor agreements memorializing the set shifts and staffing, and the Union members have come to rely greatly on those commitments and to structure their professional and personal lives around them. The Union has shown sufficient flexibility in its willingness to add an additional, earlier shift to get work done under those circumstances.<sup>1</sup> The City proposal will be rejected and the Union the proposal will be accepted.

### AWARD

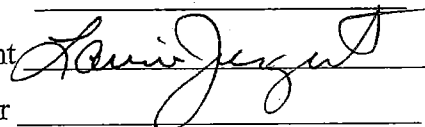
In light of the discussion and analysis set forth above, the Union and City proposals are accepted or rejected as described.

- 1) **Epoxy Premium** – the Union proposal of \$1.00 per hour is accepted.

Christopher Burdick, Chair – I concur

Laurie Juengert, City Member -- I dissent

Kevin Hughes, Union Member – I concur

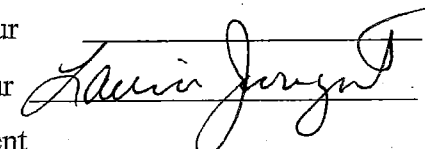


- 2) **Internal Adjustments for Classes 7329 and 7287** – the Union proposal is rejected.

Christopher Burdick, Chair – I concur

Laurie Juengert, City Member -- I concur

Kevin Hughes, Union Member – I dissent



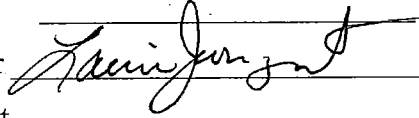
<sup>1</sup> There is an inconsistency between Ms. Black's position, desiring starting times as early as 0600 in the morning when, presumably, almost all the facilities are closed to the public and there are no employees present, with that of Mr. Vinson who wants to start later to avoid empty buildings and to work only while there are other people present.

- 3) **Health Care** – the City proposal to set premiums starting in January of 2015 at 93/93/83% is accepted and the Union proposal to preserve the *status quo* at 90/10% is rejected..

Christopher Burdick, Chair – I concur

Laurie Juengert, City Member -- I concur

Kevin Hughes, Union Member – I dissent

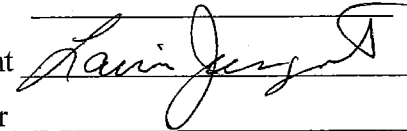


- 4) **Airport Shift Bidding and Scheduling** – the City proposal for changes is rejected and the Union LBFO proposal to switch the frequency of shift bidding from four (4) months to six (6) months is accepted.

Christopher Burdick, Chair – I concur

Laurie Juengert, City Member -- I dissent

Kevin Hughes, Union Member – I concur

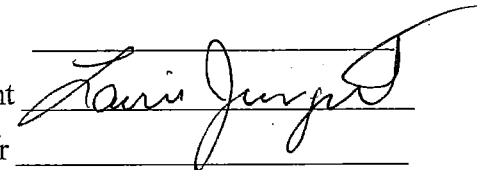


- 5) **Schedule and Shift Changes** – The City proposal (City #8) is rejected, for both DPW and DOT, and, instead, the Panel accepts the Union's LBFO to add new MOU language to allow the BBR at DPW to commence regular work hours at 6 a.m. for work orders where (i) there is a compelling need to start work prior to 7 a.m., (ii) the work will last at least one month, and (iii) the Bureau provides the Union with at least ten business days' notice of the early work start.

Christopher Burdick, Chair – I concur

Laurie Juengert, City Member -- I dissent

Kevin Hughes, Union Member – I concur


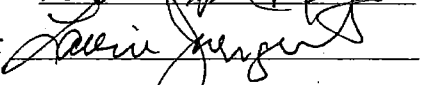


May 13, 2014

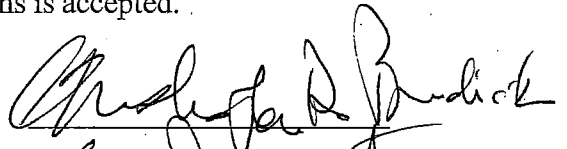
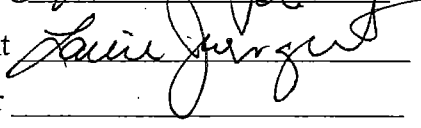




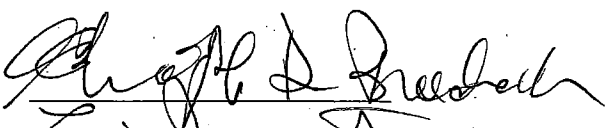
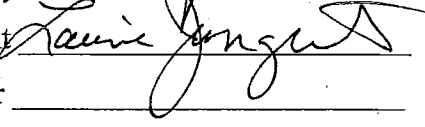
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Christopher Burdick, Chair – I concur   
 Laurie Juengert, City Member -- I concur   
 Kevin Hughes, Union Member – I dissent \_\_\_\_\_

- 4) **Airport Shift Bidding and Scheduling** – the City proposal for changes is rejected and the Union LBFO proposal to switch the frequency of shift bidding from four (4) months to six (6) months is accepted.

Christopher Burdick, Chair – I concur   
 Laurie Juengert, City Member -- I dissent   
 Kevin Hughes, Union Member – I concur \_\_\_\_\_

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Christopher Burdick, Chair – I concur   
 Laurie Juengert, City Member -- I dissent   
 Kevin Hughes, Union Member – I concur \_\_\_\_\_

May 13, 2014



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN AND FOR**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 6**  
**JULY 1, 2014 ~~2012~~ - JUNE 30, 2017 ~~2014~~**

**Revised Per Amendment #1**

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    A. The normal work week for the following work assignment locations shall be forty (40) hours per week, Monday through Friday:..... 2

    B. The normal work week for the following work assignment locations shall be forty (40) hours per week; five (5) consecutive 8 hour days within one (1) week: ..... 2

    C. Hetch-Hetchy Moccasin Powerhouse and Early Intake Powerhouses – Powerhouse Operators (classes 7480, 7482 and 7484)..... 2

    D. Monday Through Friday Work Weeks: ..... 3

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 Water Department employees assigned to Millbrae and who are temporarily assigned to Sunol (regardless of length of assignment) travel to and from Millbrae and Sunol in City-provided vehicles, on City time, reporting first to Millbrae. Such employees do not report directly to Sunol from their homes. (This provision does not address the possibility of future permanent assignments to Sunol.) ..... 17

M. No-cost Parking:..... 17  
 Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the City has ..... 17 committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on City-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the City is not obligated to acquire it or reimburse its costs. .... 17

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter Agreement) is entered into by the Director of Human Resources, for and on behalf of City and County of San Francisco, its Boards and Commissions, and on behalf of City Departments (hereinafter collectively "City") and Local Union No. 6, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Union"). This agreement shall be effective as of July 1, ~~2014~~ 2012, upon approval by the Mayor, adoption by the Board of Supervisors and ratification of the membership of the Union.

I.A. RECOGNITION

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

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



## **ARTICLE I - REPRESENTATION**

b. and any and all employees assigned to new or different classifications hereafter who perform work within the scope of work covered by this Agreement or are accreted to bargaining Unit 3 pursuant to the procedures of the Employee Relations Ordinance.

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

### **I.B. INTENT**

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

### **I.C. NO WORK STOPPAGES**

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

### **I.D. OBJECTIVE OF THE CITY**

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

### **I.E. MANAGEMENT RIGHTS**

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

### **I.F. OFFICIAL REPRESENTATIVES AND STEWARDS**

#### 1. Official Representatives

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

## ARTICLE I - REPRESENTATION

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

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

### 2. Stewards

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

## I.G. AGENCY SHOP

### 1. Application

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

## **ARTICLE I - REPRESENTATION**

### **2. Religious Exemptions**

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

### **3. Payroll Deductions**

17. a. The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions for the Union. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.
18. b. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over the Union all sums withheld for membership or service fees.
19. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, and any special membership assessments, and through that system, may make changes as may be required from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

### **4. Service Fees**

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

### **5. Employee Lists**

21. a. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted.
- b. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the City shall provide such list electronically. All reasonable costs associated with such request shall be paid to the City by the Union.

## ARTICLE I - REPRESENTATION

22. c. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

### 6. Financial Reporting

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

### 7. Indemnification

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

### 8. New Hires

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

### 9. Data

26. The City will provide the Union the following data, for each employee in the covered classifications, on a quarterly basis within legal and reasonable administrative constraints.
1. Name;
  2. Employee Number;
  3. Department and Section;
  4. Current Classification.

27. Upon written request, the City agrees to provide to the Union, on an annual basis, gender information by job classification.

28. The City will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

## **I.H. GRIEVANCE PROCEDURE**

29. Any disputes arising between the Union and the City involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein. Grievances must state the basis, section(s) violated and remedy sought, without prejudice to subsequent amendments.
30. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and shall be filed in writing with the appointing officer (step 3) within fourteen (14) working

## ***ARTICLE I - REPRESENTATION***

days of formal written notice to the Union of the proposed discipline or discharge.

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

### Procedural Steps

33. a. Step 1: An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step without the formal intervention of the Union or the Director of the Employee Relations Division (ERD) shall not impair the position of either the Union or the Director of ERD in any subsequent dispute between the City and the Union which advances beyond this step.
34. b. Step 2: Any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and moved to the designated management official within fourteen (14) working days. In the event that the Union and the designated management official are unable to resolve the dispute within fourteen (14) working days, either party may move the dispute to Step 3.
35. c. Step 3: All grievances involving disciplinary suspension or discharge and any contract grievance not satisfactorily resolved at Step 2 shall be moved in writing to the Appointing Officer for resolution within fourteen (14) working days. In the event that the dispute is not resolved at the Appointing Officer level within fourteen (14) working days either party may move the dispute to Step 4.
36. d. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the Employee Relations Director within fourteen (14) working days of receipt of the Appointing Officer's decision. The Employee Relations Director shall review the appeal and may issue a decision no later than twenty (20) working days following the receipt of the appeal.
37. If the decision of the Employee Relations Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate. The Union must file a written appeal to arbitrate within twenty (20) working days from receipt of the Step 4 response.

### Selection of the Arbitrator

38. a. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained

## ARTICLE I - REPRESENTATION

through the State Mediation and Conciliation Service.

39. b. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
40. c. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
41. d. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties. Costs of the parties' transcripts and representation shall be borne by each party.

### Discipline/Discharge

42. a. Probationary Employees:  
Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual as defined in Article II A – Non Discrimination, or on account of union activities.
43. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
44. b. Non-Probationary and Provisional Employees:  
Any permanent employee covered by this Agreement who is non-probationary may be disciplined for just cause. Any provisional employee covered by this Agreement who has served the equivalent of a probationary period may be disciplined for just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand and/or employee evaluation may not be used to support a disciplinary action.
45. c. Union Representation  
No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee, or any provisional employee who has served the equivalent of a probationary period, who requests the presence of a steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of his/her right to Union representation at such interview.

**ARTICLE I - REPRESENTATION**

46. d. "Skelly" Rights  
Any permanent non-probationary employee or any provisional employee who has served the equivalent of a probationary period subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:
47. (1) Notice of the proposed action;
48. (2) The reasons for the proposed action; and
49. (3) A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
50. (4) No discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least seven (7) work days in advance of the date such discipline is to take effect.

Expedited Arbitration

51. By mutual agreement, the parties may utilize the following procedures:
52. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors may be resolved through an expedited arbitration process.
53. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.
54. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
55. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

Termination Appeals

56. By mutual agreement, the parties may utilize the following procedures: Termination appeals will be filed directly at Step Four (Employee Relations Division). The parties agree to use their best efforts to schedule arbitration hearings for termination grievances within ninety (90) days of the appeal to arbitration. The parties may mutually agree to use the expedited

## ARTICLE I - REPRESENTATION

arbitration process noted immediately above in lieu of regular arbitration.

57. The parties will agree in advance on an arbitrator or panel of arbitrators to hear all terminations. In the absence of an agreed-upon arbitrator, the arbitrator will be selected in the manner prescribed in paragraph 38.

### I.I. SENIORITY

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

### I.J. BULLETIN BOARDS

64. Reasonable space as may be mutually agreed between the parties shall be allowed on bulletin boards for use by the Union to communicate with employees. The parties further agree that all posted materials shall identify the author, be neatly displayed and shall be removed when no longer timely.

**64a. The Business Representatives of the Union shall have reasonable access to the jobsite during working hours for the purpose of conferring with members of the Union regarding the manner in which compliance with the terms of the Agreement are being met. The Union agrees that such contact will in no way interfere with the work of the Department.**

### I.K. POSTING OF VACANCIES

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



**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II - EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION**

66. The City and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion, or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.
67. Discrimination and sexual harassment as used herein shall mean discrimination and sexual harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Act of 1866.
68. A complaint of discrimination or sexual harassment may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints or sexual harassment outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.

**II.B. PERSONNEL FILES**

69. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office, or in larger departments, at the various divisional personnel offices of the department. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.
70. Each employee shall have the right to review the contents of her/his file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.
71. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
72. Material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years of actual work, **shall be sealed (i.e. shall remain confidential) to the maximum extent legally permissible** from the date of the supervisor's written recommendation of discipline, shall not be used for disciplinary purposes provided

## ARTICLE II – EMPLOYMENT CONDITIONS

the employee has no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for the purpose of assisting the City in defending itself in legal or administrative proceedings. Performance evaluations are excluded from this provision.

73. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for non-consideration may be considered on a case-by-case basis.
74. With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

### II.C. PROBATIONARY PERIOD

75. The probationary period, as defined and administered by the Civil Service Commission ("Probationary Period") shall be as set forth herein:
- 2,080 hours for all new hires;
  - 1,040 hours for a promotive appointment; and
  - 520 hours for all other job changes that require serving a new probationary period, including but not limited to transfers and bumping. If the employee is returned to duty in the same department from which he/she was laid off, he/she shall serve the remainder of any probationary period.
76. The Appointing Officer and the Union may extend the duration of the probationary period by mutual consent.

### II.D. TRAVEL REIMBURSEMENT

1. Travel Expense
77. a. No later than the first pay period after September 1, 2012, active represented employees who received Travel Expense pay in Fiscal Year 2011-2012 pursuant to paragraph 74 of the parties' 2010-2012 Agreement shall receive a one-time lump sum payment equal to the amount of Travel Expense pay that they received in Fiscal Year 2011-2012.
2. Use of Private Automobile on City Business
78. a. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.

**ARTICLE II – EMPLOYMENT CONDITIONS**

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

**II.E. SUBSISTENCE PAY**

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

**II.F. COMPLIANCE WITH CODES**

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

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

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

**II.H. FINGERPRINTING**

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

## ARTICLE II – EMPLOYMENT CONDITIONS

### II.I WORKFORCE REDUCTION

#### 1. Obligation to Meet & Confer on Employee Workloads

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

#### 2. Advance Notice of Pending Layoffs

90. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to “as needed,” or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

#### 3. Layoff Procedures

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

### II.J. SUBCONTRACTING

#### 1. "Prop J." Contracts

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

- (1) possible alternatives to contracting or subcontracting;

## ARTICLE II – EMPLOYMENT CONDITIONS

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

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

### 2. Personal Services Contracts

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

### 3. Job Order Contract Notification Requirements

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

**ARTICLE II – EMPLOYMENT CONDITIONS**

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

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

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

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

**III.A. WAGES**

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

Unit-Wide Base Wage Increases

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

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

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

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

Effective July 1, 2013: 1%

Effective January 4, 2014: 1%

Effective March 29, 2014: 1%

Internal Adjustments

107. Effective July 1, ~~2015~~ 2012, the following classification shall receive the specified internal adjustments:

7338 Electrical Line Worker: 3.4 % wage increase

7229 Transmission and Line Supervisor I: 15% wage increase

7255 Power House Electrician Supervisor I: 5% wage increase

7285 Transmission Line Worker Supervisor II: 15% wage increase

### ARTICLE III – PAY, HOURS AND BENEFITS

7319 Electric Motor Repairer: \_\_\_\_\_ Parity with 7371  
Electrical \_\_\_\_\_  
i. ~~Transit System Mechanic~~

7480 Power Generation Technician I: \_\_\_\_\_ 15% wage increase

7482 Power Generation Technician II: \_\_\_\_\_ 15% wage increase

7484 Senior Power Generation Technician: \_\_\_\_\_ 15% wage increase

7488 Power Generation Supervisor: \_\_\_\_\_ 15% wage increase

7510 Lighting Fixture Maintenance Worker: \_\_\_\_\_ 5% wage increase

#### III.B. MAINTENANCE AND CHARGES

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

#### III.C. WORK SCHEDULES

##### 1. NORMAL WORK SCHEDULES

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

##### 2. FLEX-TIME SCHEDULES

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

##### 3. ALTERNATE WORK SCHEDULES

112. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees,



### ARTICLE III – PAY, HOURS AND BENEFITS

or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full-time work weeks of less than five (5) days, work days of less than eight (8) hours, or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

#### 4. PART-TIME WORK SCHEDULE

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

#### 5. EXCEPTIONS

114. a. The 20-20 Educational Program.

115. b. Specially funded training programs approved by the Department of Human Resources.

116. c. Educational and Training Courses. Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

117. d. Work schedule – Remote Locations. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedule” for such operations.

118. e. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.

119. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

120. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.

121. f. Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less

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

than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

- 122. g. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
- 123. (1) General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
- 124. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.
- 125. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
- 126. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
- 127. (b) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
- 128. (3) Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

**III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. Normal Work Schedule

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

2. Part-Time Work Schedules

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

**III.E. ADDITIONAL COMPENSATION**

1. NIGHT DUTY DIFFERENTIAL

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

131. Shift pay of 8.5% ~~be~~ shall *be* paid for the entire shift, provided at least four (4) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.).
132. Shift pay of 10% ~~be~~ shall *be* paid for the entire shift, provided at least four (4) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m.

#### **2. STANDBY PAY**

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

#### **3. CALL BACK PAY**

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

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

**4. AIRPORT ROTATIONAL PAGER ASSIGNMENT PAY**

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

**5. LEAD ELECTRICIAN PREMIUM**

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

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

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

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

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

**7. CERTIFICATION PREMIUM**

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

General Building Official	4%
Electrical Plan Review	2%

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Electrical Inspection Certification by IAEI and/or ICC	2%
Mechanical Inspector	2%
Residential Energy Code Specialist	1%

**8. CORRECTIONAL FACILITY PREMIUM**

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

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

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

**9. HEIGHT PREMIUM**

145. Any employee required to work from trusses, towers, swinging scaffolds, bos'n chairs, cranes and crane rigging (other than Class 9354), temporary staging or unguarded structures at a height of thirty (30) feet or more from the ground, water or supporting structure, shall receive ~~\$2.00~~ \$.75 per hour over the regular rate of pay for hours so worked. This premium pay shall also apply to employees working under piers and working out of boats or barges.

**10. ACTING ASSIGNMENT PAY**

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

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

148. b. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a

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

rate which includes out of class pay.

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

**11. SUPERVISORY DIFFERENTIAL ADJUSTMENT**

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

151. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;
152. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
153. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources;
154. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
155. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.

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

157. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
158. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
159. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
160. d. Requests for adjustment must be submitted to DHR before the end of current fiscal year.
161. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

**12. WASTE WATER TREATMENT FACILITY PREMIUM**

162. Employees who are assigned to work at a Waste Water Treatment Facility shall receive ~~\$4.00~~~~\$3.00~~ a day for each actual day worked at the facility.

### ARTICLE III – PAY, HOURS AND BENEFITS

#### 13. UNDERWATER DIVING PAY

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

#### 14. EPOXY PREMIUM

- 163a. An epoxy premium of \$1.00 per hour will be authorized for those hours actually spent in the application of epoxy, primer and/or glue.

#### 15. BILINGUAL PAY

- 163b. Employees in classifications 6248 Electrical Inspector, 6249 Senior Electrical Inspector and 6250 Chief Electrical Inspector who translate or interpret as part of their work shall have their positions designated as “bilingual.” Employees who are assigned to a “designated bilingual position” for a minimum of ten (10) hours within a biweekly period shall be granted additional compensation of thirty-five dollars (\$35.00) biweekly. A “designated bilingual position” is a position designated by the department that requires translating to and from a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.

### III.F. OVERTIME COMPENSATION

164. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.
165. Employees working in classifications that are designated in Article II of this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
166. There shall be no eligibility for an overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
167. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in computing a work week for overtime purposes.

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168. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. The provisions of this paragraphs ~~168 and 169~~ do not apply to mandatory emergency overtime, which is to be compensated at the rate of time and one half.
169. ~~For the purposes of determining the rate of pay (i.e., straight time or time and one half), the department will look back to the previous five (5) work days to determine whether sick leave was used.~~
170. 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.
171. 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.
172. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
173. 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 240 hours calculated at the rate of time and one half.

#### 1. OVERTIME & SHIFT PRACTICES

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

#### 2. RECORDATION OF OVERTIME

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



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**III.G. HOLIDAYS AND HOLIDAY PAY**

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

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

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

1. HOLIDAYS THAT FALL ON A SATURDAY

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

2. HOLIDAY COMPENSATION FOR TIME WORKED

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

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may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

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

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

#### **4. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

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

#### **5. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

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

#### **6. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

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

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preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

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

**7. FLOATING HOLIDAYS**

- 191. Covered employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee may carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee’s total floating holiday balance at any time shall not exceed ten (10) floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken.
- 192. ~~Employees shall receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013, which shall be administered in the same manner as the floating holidays in the paragraph above.~~

**8. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

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

**III.H. TIME OFF FOR VOTING**

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

**III.I. VOLUNTEER/PARENTAL RELEASE TIME**

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

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employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

#### III.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS

197. 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

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

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

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

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

##### 2. NON-PROMOTIVE APPOINTMENT

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

##### 3. APPOINTMENT ABOVE ENTRANCE RATE

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

1. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in the appointee's former classification.

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- 2. Loss of compensation would result if appointee accepts position at the normal step.
- 3. A severe, easily demonstrated and documented recruiting and retention problem exists.
- 4. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

**4. REAPPOINTMENT WITHIN SIX MONTHS**

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

**5. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT**

**a. Transfer**

- 205. 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.

**b. Reemployment in Same Class Following Layoff**

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

**c. Reemployment in an Intermediate Class**

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

**d. Reemployment in a Formerly Held Class**

- 208. 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

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agreement.

### III.K. METHODS OF CALCULATION

#### BI-WEEKLY

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

#### PER DIEM OR HOURLY

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

### III.L. SENIORITY INCREMENTS

#### 1. ENTRY AT THE FIRST STEP

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

#### 2. ENTRY AT OTHER THAN THE FIRST STEP

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

- 212.a. Appendix C contains the list of represented classifications appointed at the Fifth (5<sup>th</sup>) Step. **Class 7318 Electronic Maintenance Technician may be appointed at the Third Step.**

#### 3. DATE INCREMENT DUE

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

#### 4. EXCEPTIONS

214. 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 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

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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.

215.           b.    When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
216.           (1)   An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hour's equivalent to one year or six months, whichever is applicable.
217.           (2)   Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
218.           (3)   Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
219.           (a)   An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
220.           b)   An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
221.           (4)   An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in 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.
222.           (5)   Satisfactory Performance Notwithstanding the above paragraphs, an employee's scheduled step increase may be denied if the Appointing Officer or designee determines that the employee's performance has

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been unsatisfactory. In the absence of a recommendation to deny a step increase, an employee shall receive his or her scheduled step increase. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice prior to the employee's salary anniversary date of any intent to withhold a step increase and the basis for such withholding. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.

223. The denial of a step increase is subject to the grievance procedure. An employee's performance evaluation(s), and any facts underlying the performance evaluation(s) or other relevant information, may be used as evidence by either party in an expedited grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
224. If an employee's step increase is withheld, that employee shall be eligible for a step increase upon his/her next anniversary (increment) due date, provided, however, that, at any time before that date, the Appointing Officer, 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 Appointing Officer's decision, with no retroactive payment allowed. An employee's anniversary date shall be unaffected by this provision.
225. Withholding of step advancement shall not affect an employee's wage increases as provided for in Article III.A. Wages.

#### **III.M. SICK LEAVE WITH PAY LIMITATION**

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

#### **III.N. STATE DISABILITY INSURANCE ("SDI")**

228. Employees covered by this Agreement shall be enrolled in the State Disability Insurance ("SDI") program.
229. The payment of sick leave pursuant to Rule 120 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of her/her



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accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

#### III.O. WORKERS COMPENSATION

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

#### III.P. HEALTH BENEFIT CONTRIBUTIONS

##### 1. EMPLOYEE HEALTH CARE

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

##### 2. DEPENDENT HEALTH CARE PICK-UP

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

##### 3. MEDICALLY SINGLE EMPLOYEES

233. ~~From July 1, 2012 to December 31, 2013, for "medically single" employees, (i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits) enrolled in health plans other than the highest cost plan, the City shall contribute all of the premium for the employee's own health care benefit coverage. For all employees enrolled in the highest cost plan in the medically single/Employee Only category, the City's contribution will be capped at an amount equivalent to the cost of the second highest cost plan for medically single/Employee Only enrollees. Employees who elect to enroll in the highest cost plan in this category must pay the difference between the capped amount of the highest cost plan described above and the cost of the highest cost plan coverage in the medically single/Employee Only category.~~
234. 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.
235. Effective January 1, 2014 **through December 31, 2014,** for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety

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percent (90%) of the premium for the second highest cost plan for such employees.

236. If an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

**a. Health Coverage Effective January 1, 2015**

**236a. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:**

**Employee Only:**

- 236b. a. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.**

**Employee Plus One:**

- 236c. b. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.**

**Employee Plus Two or More:**

- 236d. c. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.**

**Contribution Cap**

- 236e. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.**

**Average Contribution Amount**

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236f. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

Medically Single Employees Outside of Health Coverage Areas

236g. The provisions in paragraph 233 above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such "medically single employees" (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

4. DENTAL COVERAGE

237. Each employee covered by this agreement shall be eligible to participate in the City's dental program.
238. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
239. ~~Effective January 1, 2013,~~ Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

5. CONTRIBUTIONS WHILE ON UNPAID LEAVE

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

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### **241. 6. HETCH HETCHY AND CAMP MATHER HEALTH STIPEND**

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

### **III.Q. RETIREMENT**

242. Represented employees agree to pay their own employee retirement contribution. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.
243. Any City pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
244. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

### **PRE-RETIREMENT SEMINAR**

245. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
246. 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.
247. All such seminars must be located within the Bay Area.
248. This section shall not be subject to the grievance procedure.

### **III.R. LONG TERM DISABILITY INSURANCE**

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

### **III.S. JURY DUTY**

250. 1. An employee shall be excused from work on a work day on which she/he performs

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jury service, providing she/he gives prior notification to her/his supervisor.

251. 2. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.
252. 3. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

**III.T. FAIR LABOR STANDARDS ACT**

253. To the extent that this agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

**III.U. VACATION**

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

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

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

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

**IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

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

**IV.B. TUITION AND TRAINING REIMBURSEMENT FUND**

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

**IV.C. RETRAINING AND EDUCATION CLASSES**

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

**ARTICLE V - WORKING CONDITIONS**

**V.A. PROTECTIVE CLOTHING**

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

**V.B. WORK CLOTHING**

266. The City agrees to continue the current practice of providing protective work clothing to employees in classifications, 7319 Electric Motor Repairer, 7430 Assistant Electronic Maintenance Technician, 7432 Electrical Line Helper, 7308 Cable Splicer, 7338 Electrical Line Worker, 7229 Transmission Line Supervisor I, 9240 Airport Electrician, 9354 Elevator and Crane Technician, 7345 Electrician, 7318 Electronic Maintenance Technician, 7390 Welder, 7510 Lighting Fixture Maintenance Worker, 6248 Electrical Inspector, 6249 Senior Electrical Inspector, 7238 Electrician Supervisor I, 7329 Electronics Maintenance Technician Assistant Supervisor, and 7350 Transmission and Distribution Line Worker.
267. Employees in the above mentioned classes will be provided five (5) sets of coveralls, shop coats or other protective clothing as agreed upon by the individual department and the Union. A lesser number of sets of protective work clothing may be mutually agreed upon for specific classifications by the Union and individual departments. The cost of the protective work clothing, laundry of the same, shall be paid by the City. Where the parties agree to provide reimbursement in lieu of providing protective work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash work clothing allowance which shall be no less than \$125.00 per year. In all cases where protective work clothing has been provided, the employee shall be required to wear such clothing during the performance of their duties.
268. When employees working in classifications covered by the terms of this MOU are performing their normal work duties in the rain, they shall be provided adequate foul weather gear.

269. The City agrees to provide safety shoes to represented employees every eighteen (18) months.

**V.C. TOOL INSURANCE**

270. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:
271. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.
272. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.
273. 3. Upon approval of this Agreement and prior to any losses, the employee must submit

## ARTICLE V – WORKING CONDITIONS

a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

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

### V.D. HEALTH & SAFETY

282. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.
283. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.



## **ARTICLE V – WORKING CONDITIONS**

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

### **V.E. SAFETY EQUIPMENT**

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

## ARTICLE V – WORKING CONDITIONS

### V.F. SUBSTANCE ABUSE PREVENTION POLICY

293. Attached as Appendix D is the Substance Abuse Prevention Policy (SAPP). Also attached is a side letter related to the implementation of the SAPP. If pursuant to the side letter the parties proceed to arbitration, then Arbitrator Robert Hirsch shall be retained by the parties for that arbitration proceeding.

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

#### Employee Assistance Program Advisory Committee

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

### V.H. DIRECT DEPOSIT OF PAYMENTS

- 294a. 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.
- 294b. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print 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 through Citywide central payroll distribution.
- 294c. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
- 294d. 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 pay cards.

*ARTICLE V – WORKING CONDITIONS*

294e. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

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

294f. The City assures that the pay card shall be FDIC insured insured and that employees will not be charged for the pay card or for withdrawals made from the Bank providing the pay card. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

294g. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

294h. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

294i. The parties mutually agree that employees may print out pay advices during work hours.

V.I. APPRENTICESHIP PROGRAM

294j. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs including compensation and entry level salaries for apprentice positions. The specific provisions of the apprenticeship programs shall be subject to agreement between the CCSE, the Civil Service Commission (where appropriate), and the Union.

294k. The following journey-level classes ("Apprenticeship Classes") shall be eligible for an apprenticeship program, subject to agreement:

- 7350: Transmission and Distribution Line Workers
- 7338: Electrical Line Workers
- 9240: Airport Electricians

294l. The parties shall use all reasonable efforts to promptly implement mutually agreeable apprenticeship programs. The parties agree to conclude negotiations regarding the development of apprenticeship programs no later than June 30, 2015.

**ARTICLE VI – SCOPE**

**ARTICLE VI - SCOPE**

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

**VI.A. SAVINGS CLAUSE**

297. Should any part of this Agreement be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

**VI.B. REOPENER**

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

**VI.C. ZIPPER CLAUSE**

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

**VI.D. DURATION OF AGREEMENT**

302. This Agreement shall be effective July 1, ~~2014~~ 2012, and shall remain in full force and effect through June 30, ~~2017~~ 2014, with no reopeners except as specifically provided herein.

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  
Director, Department of Human Resources

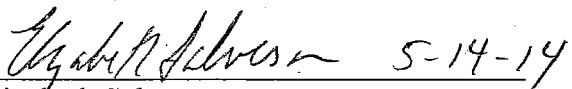
\_\_\_\_\_  
Timothy J. Donovan  
Business Manager

\_\_\_\_\_  
Martin R. Gran  
Employee Relations Director

\_\_\_\_\_  
Kevin Hughes  
Assistant Business Manager

\_\_\_\_\_  
Laurie S. Juengert  
Chief Negotiator

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

  
\_\_\_\_\_  
Elizabeth Salveson  
Chief Labor Attorney

APPENDIX A

EMPLOYEE TRAINING REIMBURSEMENT PROGRAM

1. WHO MAY APPLY FOR REIMBURSEMENT

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

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

2. TRAINING FOR PROMOTION OR ADVANCEMENT

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

3. TRAINING FOR WORK IN PRESENT CLASSIFICATION

## APPENDIX A

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

### 4. EDUCATIONAL INSTITUTION - WHEN ACCREDITED

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

APPENDIX B

PAST PRACTICES and DEPARTMENTAL WORKING CONDITIONS –  
IBEW LOCAL 6

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**APPENDIX B**

**I. WORKWEEK AND HOURS**

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

1. Department of Technology Public Safety Wire Section and Telecommunications Facilities Section
2. Port of San Francisco
3. Department of Building Inspection
4. S.F. Airport, Building Maintenance (not airfield maintenance)
5. Department of Public Works
6. Public Utilities Commission Water Department
7. Public Utilities Commission Hetch-Hetchy Water and Power, except Moccasin Power House and Early Intake
8. Public Library
9. Recreation and Parks Department
10. Sheriff's Department
11. War Memorial
12. Laguna Honda
13. Public Utilities Commission Wastewater Enterprise

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

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

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

1. Moccasin Powerhouse Operators

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following two cycles:

**APPENDIX B**

Moccasin Powerhouse Schedule I Cycle: A thirty-five (35) day cycle of:

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

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

Moccasin Powerhouse Schedule II Cycle: Four (4) consecutive 10-hour day shifts within one week.

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

2. Early Intake powerhouse – Schedule III Cycle

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

D. Monday Through Friday Work Weeks:

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

1) Department of Technology –

Day Shift: Public Safety Wire Section: 7:00 a.m. - 3:30 p.m.

Telecommunications Facilities Section: 7:00 a.m. - 3:30 p.m.

**APPENDIX B**

Swing Shift: Public Safety Wire Section: 3:00 p.m. - 11:00 p.m.

Graveyard Shift: Public Safety Wire Section: 11:00 p.m. - 7:00 a.m.

- 2) S.F. Airport Electric Shop; Building Maintenance for all classes except 7318s:

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

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

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

- 3) Public Utilities Commission

- a) Public Utilities Commission Wastewater Enterprise: staggered:

6:00 a.m. - 2:30 p.m.

6:30 a.m. - 3:00 p.m.

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

- b) Public Utilities Commission (Water Department)

Newcomb Street Yard: 7:00 a.m.- 3:30 p.m.

Millbrae Yard: 7:00 a.m.- 3:30 p.m.

- c) Public Utilities Commission (Hetch-Hetchy Water and Power; Moccasin Line Shop, Moccasin Electric Shop and Warnerville Line Shop):

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

- 4) Department of Public Works

2323 Chavez Street: 7:00 a.m. - 3:30 p.m.

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

- 5) Public Library: 7:00 a.m. - 3:30 p.m.

- 6) Recreation and Parks Department: 7:00 a.m. - 3:30 p.m.

- 7) Sheriff's Department: 7:00 a.m. - 3:30 p.m.

- 8) Port of San Francisco: 7:30 a.m. - 4:00 p.m.

- 9) Department of Building Inspection: 7:30 a.m. - ~~4:00~~ 4:30 p.m. or 8:00 a.m. - 5:00 p.m. for the front counter, rotating on a daily basis

- 10) War Memorial: 8:30 a.m. - 5:00 p.m.

**APPENDIX B**

- 11) Laguna Honda Electric Shop: 7:45 a.m. - 4:15 p.m.

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

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

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

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

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

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

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

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

8:00 a.m. – 4:30 p.m.

2. The San Francisco Public Utilities Commission's Hetch Hetchy Water and Power will assign workweek and work hours for employees in the Electronic Maintenance Technician Shop pursuant to Appendix B.F.1.

A. However, management may at its discretion assign up to 2 (two) 7318 Electronic Maintenance Technicians to a Sunday through Thursday workweek, with observed shift hours 7:00 a.m. to 3:30 p.m.

B. No less than once each year, each shift (meaning: workweek and work hours) shall be open to bidding. Bidding shall be conducted pursuant to numerals 2 – 6 as delineated in C. below. The scheduling of this bidding shall be at management's discretion.

C. In the event a vacancy occurs in the Sunday through Thursday shift, management may at its discretion, fill or not fill the vacancy. In the event that management determines to fill a vacancy, the vacancy shall be filled using the following process:

1. Vacancies shall be posted in all technician shops at Hetch Hetchy Water and Power for a period of five (5) working days.
2. Bids from eligible employees must be filed within five (5) working days from the end of the posting period.

## APPENDIX B

3. The most senior eligible employee shall be assigned among those volunteering for the vacant assignment.
4. If no volunteers bid, management may assign least senior eligible employee.
5. Eligible employees shall be those non-probationary employees in classification 7318 Electronic Maintenance Technician, or in the case of provisional employees, those who have held an appointment in the class for a length of time equivalent to the probationary period.
6. For the purposes of bidding, seniority shall be determined first by date of hire within the department, within the classification, to a permanent position; followed, for provisional employees, by date of hire within the department, within the classification. In the event of a tie, the tie shall be broken consistent with Civil Service Commission Rule 121.3.

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

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

### G. Public Utilities Commission Power Generation and Power Management

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

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

1. Shift Bidding
  - A. Management will determine the schedule of probationary employees, and will allow them to rotate shifts, as is necessary to provide probationary employees with complete training.
  - B. Shifts and Regular Days Off for all covered employees to be bid every six (6) ~~four (4)~~ months.
  - C. Final bid posting at least one (1) week before shift cycle.
  - D. Bids will be awarded by departmental seniority.
2. Vacancies Between Bid Cycles

## APPENDIX B

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

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

#### 1. Shift Bidding

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

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

- B. Employees eligible to bid shall include all employees in the Water Supply and Treatment Division in class 7318, Electronic Maintenance Technician.
- C. At the time set by Management for the annual shift bidding period, the supervisor of each unit shall post for one (1) week shifts, and the number of employees in each classification to full such shifts, so that full-time employees described in paragraph B. above may submit their choices of shifts. Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.
- D. Assignments shall become effective two weeks after the end of the posting period (or at the nearest commencement thereto of the next pay period) and shall be awarded in accordance with Water Supply and Treatment Division seniority in class above, except that Management may deny or delay bids that

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effect special projects or which require special skills or specific experience related to a specific job.

- E. Management shall retain the right between posting period to change an employee's shift temporarily for training purposes or on account of unexpected operational demands. This period shall not exceed an aggregate of six (6) months for new hires and 120 days for existing 7318's transferring in to the Water Supply and Treatment Division from other Public Utilities Commission Divisions or other Departments, provided the 120-day exclusion can be extended in the event the employee has yet to demonstrate the ability to satisfactorily perform duties. In the case of changed operational demands requiring permanent shift changes, Management shall attempt to meet its requirements to change employee's shifts, first, through solicitation of volunteers, thereafter, by assignment by inverse seniority in the event insufficient voluntary shift changes are made to meet operational demands. Any person whose shift is changed involuntarily shall not be subject to the twenty-four (24) month exclusion rule contained in the transfer procedures notwithstanding that such employee may have been effected a successful transfer bid within twenty-four (24) months preceding an involuntary shift change pursuant to this provision.

### 2. Transfer Bidding Division Transfer Bidding

- A. There shall be a bidding system to effect transfer of employees once every twelve (12) months.
- B. Employees in class 7318 shall be eligible to transfer between sections specific in 1.A., above.
- C. Transfers shall be awarded on the basis of departmental seniority subject to the Employee's demonstrating that he/she is or becomes proficient in the job after on-the-job training not to exceed (6) months.
- D. Employees who successfully bid and who are thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.
- E. If the Water Supply and Treatment Division determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of employees entering or leaving such unit, subject to review at the Union's request pursuant to grievance procedure.
- F. An employee is ineligible to exercise a bid, if such employee has been disciplined by suspension or more with the one (1) year period immediately preceding the opening of the application filing period.
- G. Employee displaced by operation of the transfer bidding system, if any, shall be

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displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by Departmental classification seniority order.

- H. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
- I. Employees described in G. above shall be bid into the Units where vacancies described in H. above are determined to exist. Bids by such employees shall be awarded in accordance with Departmental classification seniority.
- J. No person who is required to bid in accordance with H. through I. above shall be deemed to have exhausted his/her right to transfer nor shall be/she be subjected to a twenty-four (24) months preclusion period as described in D. above.
- K. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, and shifts in a single integrated procedure.

### 3. Vacancy Bidding

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



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positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift bidding procedures.

- G. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

## II. WORKING CONDITIONS

### A. Break Periods.

#### Applies to All Employees In Unit 1-L

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

### B. Meals/Meal Periods.

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

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

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

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

### C. Preparation and Clean-up Time.

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

### D. Safety Practices.

1. The City acknowledges that for health and safety reasons, the Public Utilities Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

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

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an underground vault (applicable to the Department of Technology, Public Safety Wire Section).

3. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port of San Francisco, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, and Public Utilities Commission (Wastewater Enterprise, Water Department and Hetch Hetchy Moccasin, Line, Tech Shop, Electric, and Warnerville Line Shop).
4. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.
5. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.
6. At the Department of Public Works, Bureau of Building Repair and/or Public Utilities Commission, employees assigned to the Wastewater Enterprise Division shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.
7. The City acknowledges for Health and Safety reasons, PUC staffs the Moccasin Power house which includes the Control Room with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.
8. Powerhouse Operators on the Moccasin Schedule I Cycle shall be assigned at least one hundred (100) hours of North American Electric Reliability Corporation (NERC) training per year, with such training to take place during the 11-hour day shifts. Powerhouse Operators on the Moccasin Schedule I Cycle may be assigned NERC training during other shifts in addition to the one hundred (100) hours of NERC training assigned during the 11-hour day shifts.
9. If the City assigns any Powerhouse Operators to work at Early Intake, it shall assign at least two (2) Powerhouse Operators to work there on five (5) consecutive 8-hour day shifts, Monday through Friday, as set forth in Section C.2 above, however, on occasion, and subject to the operational needs of the Department, the City may staff Early Intake with one (1) Powerhouse Operator for a period not to exceed five (5) consecutive weekdays. No Powerhouse Operator shall be assigned to work alone at Early Intake on a Saturday or a Sunday without another City employee present.
10. Powerhouse Operators on the Moccasin Schedule I Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 12 hours in one day. Powerhouse Operators on the Moccasin Schedule II Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 10 hours in one day. Powerhouse Operators assigned to work on the Early Intake powerhouses on the Schedule III Cycle are eligible for overtime, at one-and-one-half the base hourly rate, after they have worked more than forty (40) hours in a normal work week, or more than 8 hours in one day.

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### **E. Safety Equipment.**

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

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

### **F. Safety Meetings.**

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

#### 4. Other:

JULY 1, ~~2014~~ 2012 - JUNE 30, ~~2017~~ 2014 MOU BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND ELECTRICAL WORKERS, LOCAL 6 (IBEW)

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

### G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

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

### H. Security of Employees Effects and Tools.

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

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

### I. Training and New Hire Training Periods.

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

2. San Francisco International Airport - Airfield Maintenance Only: **Newly hired 9240s may be assigned to any shift.** Newly hired 9240's assigned to day shift until the next shift rotation.

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

### J. Overtime, Vacation, and Shift Bidding

#### 1. Overtime:

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

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

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

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

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

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

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

#### 2. Vacation

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

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

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

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

### 3. Shift Bidding

- (1) Department of Technology --Public Safety Wire and Telecommunications Facilities Sections. See attached Appendix B-1.
- (2) San Francisco International Airport--Airfield Maintenance. Shifts open for bid every ~~six (6)~~ four (4)-months. Shift bids awarded based upon seniority within classification.

## K. Miscellaneous Conditions of Employment

### 1. Sick Leave Use Rules:

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

### 2. Lunch Room Facilities:

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

## **APPENDIX B**

outside vendors, tables and chairs); Water Department Millbrae Yard (refrigerator, microwave, tables and chairs); Public Library (in Main Library only); and War Memorial.

### 3. Use of City Vehicles/Commute Transportation:

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

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

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

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

### M. No-cost Parking:

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



**APPENDIX B**

**Appendix B-1: Past Practices**

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

7273 Communications Line Supervisor II

7275 Cable Splicing Supervisor

7257 Communications Line Supervisor I

7308 Cable Splicer

7338 Electrical Line Worker

7432 Electrical Line Helper

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

**OVERTIME**

**A. Detail Shift**

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

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

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

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

**B. Unscheduled Overtime**

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

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

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### **C. Prearranged Overtime and Emergency Callout Procedures:**

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

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

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

### **D. Vacations**

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

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

**APPENDIX B**

**Appendix B-2  
[Past Practices]**

**ELECTRICAL INSPECTION DIVISION**

**OVERTIME DISTRIBUTION**

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

Appendix B-3

~~[NERC Compliance at Moccasin and Early Intake Powerhouses]~~

- ~~1. In the course of the 2012 collective bargaining negotiations, the City represented that the North American Electric Reliability Commission (NERC) certification standards may require changes to the work at Hetch Hetchy Moccasin Powerhouse and Early Intake Powerhouses. Accordingly, the parties agree to bargain in good faith over any such required changes to the work day, work week, scheduling cycles, rotations, training, travel pay and transportation costs pertaining to Hetch Hetchy power generation classifications.~~
- ~~2. The parties shall begin meeting and conferring no later than July 13, 2012 regarding the Moccasin Powerhouse and Early Intake Powerhouses work days, work weeks, scheduling cycles, rotations, training, travel pay and transportation costs, and any other matters required for NERC compliance at the Powerhouses.~~
- ~~3. The City shall provide adequate release time for four (4) members of the bargaining unit, who are in affected classifications to attend all such bargaining sessions.~~
- ~~4. Should the parties fail to reach agreement on the issues noted above by March 15, 2013, any issues which remain unresolved after good faith bargaining pursuant to this section shall be submitted to a mediation/arbitration board in accordance with the procedures and criteria set forth in Section A8.409-4 of the City Charter, with Arbitrator Christopher Burdick, as the neutral Chairperson (or if unavailable, an arbitrator will be selected under Charter Section A8.409-4(b), with the timeline for the selection process triggered upon notice that Arbitrator Burdick is unavailable), except that with respect to A8.409-4(b), the parties shall select and appoint board members not later than March 22, 2013, and the decision of the mediation/arbitration board, if any, shall be issued on or before July 1, 2013. This Agreement will be amended to reflect the decision of the panel. The terms of the Agreement will be implemented consistent with Charter Section A8.409-4(k).~~

APPENDIX C

CLASSIFICATIONS ENTERING AT FIFTH STEP:

- 6248 – Electrical Inspector
- 6249 – Sr. Electrical Inspector
- 6250 – Chief Electrical Inspector
- 6252 – Line Inspector
- 7229 - Transmission Line Supervisor I
- 7238 - Electrician Supervisor I
- 7244 – Power Plant Supervisor I**
- 7255 - Power House Electrician Supervisor I
- 7256 - Electric Motor Repair Supervisor I
- 7257 - Communication Line Supervisor I
- 7273 - Communication Line Worker Supervisor II
- 7275 - Telecommunications Technician Supervisor
- 7276 - Electrician Supervisor II
- 7279 - Powerhouse Electrician Supervisor II
- 7285 - Transmission Line Worker Supervisor II
- 7287 - Supervising Electronic Maintenance Technician
- 7308 – Cable Splicer
- ~~7318 – Electronic Maintenance Technician~~
- 7319 - Electric Motor Repairer
- 7329 - Electronics Maintenance Technician Assistant Supervisor
- 7338 - Electrical Line Worker
- 7345 - Electrician
- 7390 - Welder
- 9240 - Airport Electrician
- 9241 - Airport Electrician Supervisor
- 9242 - Head Airport Electrician
- 9354 - Elevator and Crane Technician
- 9358 - Crane Mechanic Supervisor

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

**APPENDIX D**  
**SUBSTANCE ABUSE PREVENTION POLICY**

1. MISSION STATEMENT

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

2. POLICY

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

3. DEFINITIONS

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

## APPENDIX D

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

## APPENDIX D

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



## APPENDIX D

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

## 4. COVERED CLASSIFICATIONS

## APPENDIX D

All employees shall be subject to post-Accident testing under this Agreement. All employees who perform Safety-Sensitive Functions, as defined in this Policy, shall be subject to reasonable suspicion testing.

### 5. SUBSTANCES TO BE TESTED

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

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

b. Prescribed Drugs or Medications.

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

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

## APPENDIX D

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

### 6. TESTING

#### I. Reasonable Suspicion Testing

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

## APPENDIX D

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

### II. Post-Accident Testing

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

## 7. TESTING PROCEDURES

### I. Collection Site

## APPENDIX D

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

## APPENDIX D

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

### II. Laboratory

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

### III. Medical Review Officer (MRO)

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

## APPENDIX D

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

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

## 8. RESULTS

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

**APPENDIX D**

greater than 0.04 percent, or the established California State standard for commercial motor vehicle operations, shall be deemed positive. For all other post-Accident or reasonable suspicion testing, any test revealing a blood/alcohol level equal to, or greater than, 0.08 percent, or the established California State standard for non-commercial motor vehicle operations, shall be deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed a positive test.

<b>CONTROLLED SUBSTANCE *</b>	<b>SCREENING LEVEL</b>	<b>CONFIRMATION LEVEL</b>
Amphetamines	25 ng/ml **	5 ng/ml**
Barbiturates	50 ng/ml***	20 ng/ml***
Benzodiazepines	20 ng/ml***	0.5 ng/ml***
Cocaine	12 ng/ml **	8 ng/ml**
Methadone	50 ng/ml***	10 ng/ml***
Opiates	20 ng/ml**	10 ng/ml **
PCP (Phencyclidine)	10 ng/ml **	5 ng/ml**
THC (Cannabis)	25 ng/ml and 2 ng/ml***	10 ng/ml and 2 ng/ml***
* All controlled substances including their metabolite components. ** SF Fire Department standards ***Industry standards		

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

**9. CONSEQUENCES OF POSITIVE TEST RESULTS**

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

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



## APPENDIX D

cause, the City may impose discipline for conduct in addition to the discipline for a positive drug/alcohol test. The positive test may be a factor in determining good cause for such additional discipline.

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

### 10. RETURN TO DUTY

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

### 11. TRAINING

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

### 12. ADOPTION PERIOD

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

### 13. JOINT CITY/UNION COMMITTEE

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

## *APPENDIX D*

### 14. SAVINGS CLAUSE

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

<sup>1</sup>. Employee may use accrued but unused leave balances to attend a rehabilitation program.

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

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

~Please print information~

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_; Division and Work Location: \_\_\_\_\_

Date and Time of Occurrence: \_\_\_\_\_; Incident Location: \_\_\_\_\_

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

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

Section II

Contemporaneous Event Indicating Possible Drug or Alcohol Impairment at Work:

(Check all that apply)

1. SPEECH:

- Incoherent/Confused
- Slurred

2. BALANCE:

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

3. AWARENESS:

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

4. APPEARANCE:

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

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**Section III – NARRATIVE DESCRIPTION**

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

*~Please print information~*

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

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**Section IV**

In addition to completing the narrative in Section III above:

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

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

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

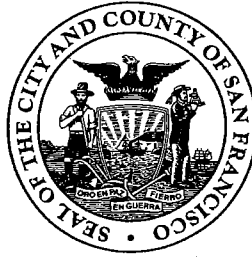
Print name of first on-site Supervisor Employee Representative \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Print name of second Supervisor Employer Representative \_\_\_\_\_

Signature \_\_\_\_\_ DATE: \_\_\_\_\_

BOARD of SUPERVISORS



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**MEMORANDUM**

TO: Ben Rosenfield, City Controller

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 29, 2014

SUBJECT: LEGISLATION INTRODUCED: Memorandums of Understanding

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 14, 2014:

**File No. 140526**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140527**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union (SEIU), to be effective July 1, 2014, through June 30, 2017.

**File No. 140528**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2014, through June 30, 2017.

**File No. 140529**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140530**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140531**

Ordinance adopting and implementing the mediated agreement establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140532**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2014, through June 30, 2017.

**File No. 140533**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2014, through June 30, 2017.

**File No. 140534**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140535**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2014, through June 30, 2017.

**File No. 140536**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2014, through June 30, 2017.

**File No. 140537**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140538**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140539**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2014, through June 30, 2017.

**File No. 140540**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco City Workers United, to be effective July 1, 2014, through June 30, 2017.

**File No. 140541**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2014, through June 30, 2017.

**File No. 140542**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2014, through June 30, 2017.

**File No. 140543**

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Stationary Engineers, Local 39, to be effective July 1, 2014, through June 30, 2017.

**File No. 140544**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2014, through June 30, 2017.

**File No. 140545**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

**File No. 140546**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 200, to be effective July 1, 2014, through June 30, 2017.

**File No. 140547**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2014, through June 30, 2017.

**File No. 140548**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.



**File No. 140549**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2014, through June 30, 2017.

**File No. 140550**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of City Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2014.

**File No. 140551**

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

**File No. 140552**

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 2, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

These matters are being forwarded to you for cost analysis.

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

c: Drew Murrell, City Controller's Office



TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *re* Mayor Edwin M. Lee *EL*  
RE: Memoranda of Understanding  
DATE: May 15, 2014

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
MAY 15 PM 2:54

Attached for introduction to the Board of Supervisors are the Memoranda of Understanding for the following labor unions:

- 1) San Francisco Building Inspectors Association
- 2) Committee of Intern and Residents, SEIU
- 3) Crafts Coalition
- 4) Deputy Probation Officers' Association
- 5) Deputy Sheriffs' Association
- 6) District Attorney Investigators' Association
- 7) International Brotherhood of Electrical Workers, Local 6
- 8) International Brotherhood of Professional and Technical Engineers, Local 21
- 9) Institutional Police Officers' Association
- 10) Laborers', Local 261
- 11) Automotive Machinist, Local 1414
- 12) Municipal Attorneys' Association
- 13) Municipal Executives' Association
- 14) Operating Engineers, Local 3
- 15) San Francisco City Workers United
- 16) San Francisco Sheriffs' Managers and Supervisors Association
- 17) Service Employees International Union, Local 1021
- 18) Stationary Engineers, Local 39
- 19) Supervising Probation Officers
- 20) Teamsters, Local 856
- 21) Transport Workers Union 200
- 22) Transport Workers Union 250-A (7410)
- 23) Transport Workers Union 250-A (Multi)
- 24) United Association of Plumbers and Pipefitters, Local 38
- 25) Unrepresented
- 26) Amendment #6 to Firefighters, Local 798, Unit 1
- 27) Amendment #6 to Firefighters, Local 798, Unit 2

I request that this item be calendared in GAO on June 12<sup>th</sup> and the Full Board on June 17<sup>th</sup>.

I further request a waiver of the 30-day hold.

Should you have any questions, please contact Jason Elliott (415) 554-5105.