BOARD of SUPERVISORS

City Hall
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M E M O R A N D U M

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor London Breed, Chair
Government Audit and Oversight Committee

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee

DATE: June 16, 2014

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday June 17, 2014

The following files should be presented as **COMMITTEE REPORTS** at the Board meeting, Tuesday, June 17, 2014. These items were acted upon at the Committee Meeting on June 12, 2014, at 10:30 a.m., by the votes indicated.

Item No. 39 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 40 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 41 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 42 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 43 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 44 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 45 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 46 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 47 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 48 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 49 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 50 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 51 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 52 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 53 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 54 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 55 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 56 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 57 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 58 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 59 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 60 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 61 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 62 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 63 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 64 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 65 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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 66 File No. 140601
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to be effective July 1, 2014, through June 30, 2016.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 67 File No. 140602
Ordinance adopting and implementing Amendment No. 1 to the 2012-2015 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856: Supervising Registered Nurses, by implementing specified terms and conditions of employment for FYs 2014-2015 and 2015-2016.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 68 File No. 140603
Ordinance adopting and implementing Amendment No. 5 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association: Fire, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

Item No. 69 File No. 140604
Ordinance adopting and implementing Amendment No. 5 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association: Police, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye
Supervisor Katy Tang - Aye
Supervisor David Chiu - Aye

cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Legislative Deputy Director
Jon Givner, Deputy City Attorney

File No. 140533 Committee Item No. 8
Board Item No. 59

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight **Date** June 12, 2014

Board of Supervisors Meeting **Date** June 17, 2014

Cmte	Board	
☐	☐	Motion
☐	☐	Resolution
☒	☒	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Youth Commission Report
☒	☒	Introduction Form
☒	☒	Department/Agency Cover Letter and/or Report
☒	☒	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER **(Use back side if additional space is needed)**

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Completed by: Alisa Miller **Date** June 6, 2014
Completed by: Alisa Miller **Date** June 16, 2014

FILE NO. 140533 ORDINANCE NO.

[Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

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.

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

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

Section 1. The Board of Supervisors hereby adopts and implements 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.

The arbitration award establishing the Memorandum of Understanding so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 140533.

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

By: _____
ELIZABETH SALVESON
Chief Labor Attorney
C:\Users\lucy.chu\Desktop\Ordinances 2014\Ordinance - IFPTE 14.doc

IFPTE Local 21 Highlights

Term	Three-year term (July 1, 2014 to June 30, 2017)
Wages	Effective October 11, 2014: 3% Effective October 10, 2015: 3.25% Effective July 1, 2016, between 2.25% and 3.25%, depending on CPI
Paperless pay	The Controller will implement mandatory direct deposit of pay effective Fall 2014, with 30 days advance notice to unions and employees prior to implementation. Pay advices will be available only in electronic form. Those without direct deposit will receive a preloaded bank card and the bank card will not have fees.
Compensatory time	For employees who are not exempt from the FLSA ("non-Z") and earn compensatory time in lieu of overtime pay, compensatory time will be cashed out when promoting or changing departments.
Union access	Union representatives will have reasonable access to work sites, consistent with California law, and without disruption or interference with a department's mission and services, or engaging in political activities.
Fire Protection Engineers	The 5215 Fire Protection Engineer will receive a 6% increase to their base wage. Thereafter this classification will receive the same base wage increases as the 6281 Fire Safety Inspector.
Employee development fund	(1) Increase the employee development fund from $500,000 to $750,000 per year (2) increase employee annual maximum to $2,000; (3) clarify grace period to submit receipts.
Auto allowance	Extend monthly $40 auto allowance to Department of Public Health therapist classifications in the California Children Services Program.
Standby pay	Eliminate 25% standby pay provision for employees who do not have cell phones or pagers; these employees, if assigned, would receive the same 10% as all other employees in the unit on standby
IT classifications	The City will continue to work with the union on the need for updated IT classifications, availability of promotional opportunities, and a review of compensation structure for key IT classes.
IT Operations Support Administrators Survey	The parties will continue discussion regarding comparability and market status of classification 1093 IT Operations Support Administrator III, which is the benchmark classification for the classification series 1091, 1092, 1093, 1094, and 1095.
Health at Home Therapists	Eliminate outdated productivity standards for health-at-home therapists at DPH, with process to create and implement new caseload standards based on factors including geography and patient acuity.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

June 12, 2014

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Numbers 140526 and 140528 through 140550: Memoranda of Understanding (MOU) between the City and County of San Francisco and various collective bargaining units.

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of 24 MOUs between the City and County of San Francisco and various employee collective bargaining units. The amendments apply to MOUs for the period commencing July 1, 2014 through June 30, 2017, affecting 20,304 authorized positions with a salary base of approximately $1.73 billion and an overall pay and benefits base of approximately $2.26 billion.

Our analysis finds that the amendments to the MOUs result in increased costs to the City of approximately $52.8 million in FY 2014-15, $125.9 million in FY 2015-16 and $20.1 million in FY 2016-17. As a percentage of FY 2014-15 base wage and fringe costs these represent cost increases of 2.3%, 5.6%, and 8.9% respectively. Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes.

Increased costs are driven by general wage increases to all of the 20,304, authorized positions, in addition to other various other provisions affecting terms and conditions of employment, employer paid health benefits and special pay for members of the collective bargaining units. See Attachments A and B for a detailed listing and analysis of the costs for the affected MOUs.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,

Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

ATTACHMENT A

Amendments to the Memoranda of Understanding of listed units from July 1, 2014 - June 30, 2017
Controller's Office Estimate of Total Costs/(Savings) FY 2014-15, FY 2015-16 and FY 2016-17

Citywide Provisions

	FY 2014-15	FY 2015 - 16	FY 2016 - 17
Wages - Citywide Pattern			
3.00% Effective first full pay-period of October 2014	$ 36,120,000	$ 50,100,000	$ 50,100,000
3.25% Effective first full pay-period of October 2014		$ 40,260,000	$ 55,880,000
2.49% (Projected CPI + .25%) Effective July 1, 2016			$ 42,900,000
	$ 36,120,000	**$ 90,360,000**	**$ 148,880,000**
Wage-Related Fringe Increases - Citywide Pattern	**$ 10,470,000**	**$ 26,150,000**	**$ 43,050,000**
Wages - Parity/Step Adjustments	**$ 5,730,000**	**$ 6,920,000**	**$ 6,530,000**
Wage - Related Fringe Increases - Parity/Step Adjustments	**$ 1,030,000**	**$ 1,390,000**	**$ 1,380,000**
Total Wage and Wage-Related Fringe Increases	**$ 53,350,000**	**$ 124,820,000**	**$ 199,840,000**
Health Premium Contribution Changes	**$ 2,640,000**	**$ 4,420,000**	**$ 4,630,000**
Wage and Wage Related Fringe Premium Changes	**$ (4,120,000)**	**$ (4,320,000)**	**$ (4,330,000)**
Other Miscellaneous Adjustments	**$ 915,000**	**$ 1,005,000**	**$ 985,000**
Annual Amount Increase (Decrease)	**$ 52,785,000**	**$ 125,925,000**	**$ 201,125,000**
Percent of FY 2014-15 Salary and Fringe	**2.3%**	**5.6%**	**8.9%**

Union Detail

File Number	Union	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140550	**Unrepresented**	**$330,000**		
	Percent of FY 2014-15 Salary and Fringe	**2.1%**		
	Wages	$230,000	**The contract for Unrepresented employees extends from July 1, 2014 through June 30, 2015 and wage increases for the fiscal year 2015-16 and 2016-17 are not yet determined.**	
	Wage-Related Fringe Increases/(Decreases)	$70,000		
	Premium Increases/(Decreases)	$20,000		
	Increased Employee Development Fund Contribution	$10,000		
140526	**Building Inspectors (BI)**	**$230,000**	**$610,000**	**$990,000**
	Percent of FY 2014-15 Salary and Fringe	**2.0%**	**5.2%**	**8.4%**
	Wages	$180,000	$470,000	$770,000
	Wage-Related Fringe Increases/(Decreases)	$50,000	$140,000	$220,000

File Number	Union	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140528	**Crafts Coalition**	**$1,090,000**	**$2,540,000**	**$4,090,000**
	Percent of FY 2014-15 Salary and Fringe	**2.4%**	**5.6%**	**9.0%**
	Wages	$760,000	$1,910,000	$3,150,000
	Wage-Related Fringe Increases/(Decreases)	$220,000	$560,000	$910,000
	Premium Increases/(Decreases)	$30,000	$30,000	$30,000
	Increased Employee Development Fund Contribution	$80,000	$40,000	$0
140529	**Deputy Probation Officers' Association (DPOA)**	**$600,000**	**$1,130,000**	**$1,720,000**
	Percent of FY 2014-15 Salary and Fringe	**3.2%**	**6.1%**	**9.2%**
	Wages	$300,000	$740,000	$1,220,000
	Wage-Related Fringe Increases/(Decreases)	$70,000	$160,000	$270,000
	Wages - 1.25% Effective 7/1/2014 in Addition to Citywide Pattern	$180,000	$180,000	$180,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	$40,000	$40,000	$40,000
	Premium Increases/(Decreases)	$0	$0	$0
	Increased Employee Development Fund Contribution	$10,000	$10,000	$10,000
140530	**Deputy Sheriff's Association (DSA)**	**$1,430,000**	**$4,610,000**	**$8,040,000**
	Percent of FY 2014-15 Salary and Fringe	**1.6%**	**5.1%**	**8.9%**
	Wages	$1,750,000	$4,400,000	$7,260,000
	Wage-Related Fringe Increases/(Decreases)	$370,000	$920,000	$1,520,000
	Premium Increases/(Decreases)	$80,000	$80,000	$80,000
	15 Minute Briefing Period Pay Increases/(Decreases)	($770,000)	($790,000)	($820,000)
140541	**Sheriff's Managers & Supervisors Association (MSA)**	**$620,000**	**$1,200,000**	**$1,760,000**
	Percent of FY 2014-15 Salary and Fringe	**4.2%**	**8.1%**	**11.9%**
	Wages	$280,000	$710,000	$1,170,000
	Wage-Related Fringe Increases/(Decreases)	$60,000	$140,000	$240,000
	Wages - 1.5% Effective 7/1/2014 in Addition to Citywide Pattern	$140,000	$200,000	$200,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	$30,000	$40,000	$40,000
	Increased overtime required to backfill release and training allowances	$100,000	$100,000	$100,000
	Premium Increases/(Decreases)	$10,000	$10,000	$10,000

File Number	Union	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140531	**District Attorney Investigators' Association (DAIA)**	**$170,000**	**$360,000**	**$530,000**
	Percent of FY 2014-15 Salary and Fringe	**3.1%**	**6.5%**	**9.5%**
	Wages	$80,000	$210,000	$350,000
	Wage-Related Fringe Increases/(Decreases)	$20,000	$50,000	$80,000
	Wages - 2% Effective 10/11/2014 in Addition to Citywide Pattern	$60,000	$80,000	$80,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	$10,000	$20,000	$20,000
140532	**Electricians Local 6**	**$890,000**	**$2,270,000**	**$3,620,000**
	Percent of FY 2014-15 Salary and Fringe	**2.3%**	**5.9%**	**9.5%**
	Wages	$650,000	$1,640,000	$2,710,000
	Wage-Related Fringe Increases/(Decreases)	$190,000	$470,000	$770,000
	Wages - 3.4% for Electrical Line Worker Effective 7/1/2015		$60,000	$60,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern		$20,000	$20,000
	Premium Increases/(Decreases)	($30,000)	($80,000)	($90,000)
	Health Contribution Model Changed from 90/10 to 93/93/83	$80,000	$160,000	$150,000
140533	**IFPTE, Local 21**	**$10,870,000**	**$26,980,000**	**$44,300,000**
	Percent of FY 2014-15 Salary and Fringe	**2.1%**	**5.2%**	**8.5%**
	Wages	$8,160,000	$20,540,000	$33,860,000
	Wage-Related Fringe Increases/(Decreases)	$2,460,000	$6,190,000	$10,190,000
	Wages - 6% for Fire Protection Engineer Effective 7/1/2014 in Addition to Citywide Pattern	$30,000	$30,000	$30,000
	Wage-Related Fringe Increases/(Decreases) for Fire Protection Engineer in Addition to the Citywide Pattern	$10,000	$10,000	$10,000
	Premium Increases/(Decreases)	($40,000)	($40,000)	($40,000)
	Increased Employee Development Fund Contribution	$250,000	$250,000	$250,000
140534	**Institutional Police Officers' Association (IPOA)**	**$10,000**	**$20,000**	**$30,000**
	Percent of FY 2014-15 Salary and Fringe	**3.4%**	**6.8%**	**10.1%**
	Wages - Parity with DSA & MSA	$10,000	$20,000	$30,000
	Wage-Related Fringe Increases/(Decreases)	$0	$0	$0

File Number	Union	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140535	**Laborers, Local 261**	**$1,970,000**	**$4,790,000**	**$7,620,000**
	Percent of FY 2014-15 Salary and Fringe	**2.3%**	**5.5%**	**8.8%**
	Wages	$1,380,000	$3,480,000	$5,730,000
	Wage-Related Fringe Increases/(Decreases)	$400,000	$1,010,000	$1,660,000
	Premium Increases/(Decreases)	$20,000	$20,000	$20,000
	Health Contribution Model Changed from 90/10 to 93/93/83 plus stipend	$70,000	$180,000	$110,000
	Increased Employee Development Fund Contribution	$100,000	$100,000	$100,000
140536	**Local 1414 Automotive Machinists**	**$450,000**	**$1,000,000**	**$1,530,000**
	Percent of FY 2014-15 Salary and Fringe	**2.8%**	**6.2%**	**9.6%**
	Wages	$260,000	$650,000	$1,070,000
	Wage-Related Fringe Increases/(Decreases)	$80,000	$200,000	$320,000
	Wages - $0.40/hour for Automotive Machinist Effective 7/1/2014 in Addition to the Citywide Pattern	$50,000	$50,000	$50,000
	Wage-Related Fringe Increases/(Decreases) for Automotive Machinist Effective 7/1/2014 in Addition to the Citywide Pattern	$10,000	$10,000	$10,000
	Wages - 1% for Auto Body and Fender Worker and Car and Auto Painter Effective 10/11/2014 in Addition to the Citywide Pattern	$0	$10,000	$10,000
	Premium Increases/(Decreases)	$20,000	$20,000	$20,000
	Health Contribution Model Changed to 93/93/83	$30,000	$60,000	$50,000
140537	**Municipal Attorneys' Association (MAA)**	**$2,050,000**	**$4,900,000**	**$7,960,000**
	Percent of FY 2014-15 Salary and Fringe	**2.0%**	**4.8%**	**7.9%**
	Wages	$1,460,000	$3,670,000	$6,050,000
	Wage-Related Fringe Increases/(Decreases)	$420,000	$1,050,000	$1,730,000
	Premium Increases/(Decreases)	$70,000	$80,000	$80,000
	Increased Employee Professional Services Reimbursement Fund Contribution	$100,000	$100,000	$100,000
140538	**Municipal Executives' Association (MEA) - Misc.**	**$3,875,000**	**$9,555,000**	**$15,515,000**
	Percent of FY 2014-15 Salary and Fringe	**2.2%**	**5.4%**	**8.7%**
	Wages	$2,800,000	$7,040,000	$11,590,000
	Wage-Related Fringe Increases/(Decreases)	$800,000	$2,020,000	$3,330,000
	Long-Term Disability Plan Beginning January 1, 2015	$70,000	$140,000	$140,000
	Increased Employee Management and Leadership Training Fund Contribution	$75,000	$75,000	$125,000
	Health Contribution Model Changed to 65/75/83	$130,000	$280,000	$330,000

File Number	Union	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140539	**Operating Engineers, Local 3**	**$140,000**	**$330,000**	**$530,000**
	Percent of FY 2014-15 Salary and Fringe	**2.4%**	**5.6%**	**9.0%**
	Wages	$100,000	$250,000	$410,000
	Wage-Related Fringe Increases/(Decreases)	$30,000	$70,000	$110,000
	Premium Increases/(Decreases)	$10,000	$10,000	$10,000
140540	**Painters (SFCWU)**	**$300,000**	**$650,000**	**$1,020,000**
	Percent of FY 2014-15 Salary and Fringe	**2.7%**	**5.8%**	**9.1%**
	Wages	$180,000	$450,000	$740,000
	Wage-Related Fringe Increases/(Decreases)	$50,000	$130,000	$210,000
	Premium Increases/(Decreases)	$70,000	$70,000	$70,000
140549	**Plumbers Local 38**	**$830,000**	**$2,120,000**	**$3,460,000**
	Percent of FY 2014-15 Salary and Fringe	**2.1%**	**5.5%**	**9.0%**
	Wages	$650,000	$1,640,000	$2,700,000
	Wage-Related Fringe Increases/(Decreases)	$180,000	$460,000	$770,000
	Wages - Plumbing Inspectors final COLA adjustment Effective 10/8/2016 - Change to the Citywide Pattern of 7/1/2016			($20,000)
	Wage-Related Fringe Increases/(Decreases) for Plumbing Inspectors			($10,000)
	Premium Increases/(Decreases)		$20,000	$20,000
140542	**SEIU Local 1021 Misc.**	**$24,780,000**	**$55,650,000**	**$87,470,000**
	Percent of FY 2014-15 Salary and Fringe	**2.6%**	**5.9%**	**9.2%**
	Wages	$15,090,000	$37,990,000	$62,600,000
	Wage-Related Fringe Increases/(Decreases)	$4,500,000	$11,310,000	$18,640,000
	Wages - 7% for Window Cleaner Supervisors Effective 7/1/2014 in Addition to Citywide Pattern	$10,000	$10,000	$10,000
	Wages - 4% for Public Safety Dispatchers Effective 7/1/2014 in Addition to Citywide Pattern	$760,000	$770,000	$770,000
	Wage-Related Fringe Increases/(Decreases) for Public Safety Dispatchers	$210,000	$210,000	$210,000
	New Steps for Food Service Workers	$320,000	$320,000	$320,000
	Step Schedule Introduced for Sheriff's Cadets	$210,000	$360,000	$370,000
	New Staff Eligibile for Layoff Impact Premium	$210,000	$210,000	$210,000
	10% Window Cleaner Supervisor Increase	$20,000	$20,000	$20,000
	Eligiblity Workers Class Adjustments	$1,340,000	$1,080,000	$700,000
	$50,000 Life Insurance for all members	$470,000	$470,000	$470,000
	Premium Increases/(Decreases)	($690,000)	($850,000)	($850,000)
	Health Contribution Model Changed to 100/96/83	$2,330,000	$3,750,000	$4,000,000

File Number	Union	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140543	**Stationary Engineers Local 39**	**$1,030,000**	**$4,980,000**	**$7,690,000**
	Percent of FY 2014-15 Salary and Fringe	**1.4%**	**6.7%**	**10.4%**
	Wages	$1,290,000	$3,260,000	$5,380,000
	Wage-Related Fringe Increases/(Decreases)	$360,000	$900,000	$1,490,000
	Wages - 6% Effective 10/11/2014 in Addition to Citywide Pattern	$2,590,000	$3,720,000	$3,720,000
	Wage-Related Fringe Increases/(Decreases) in Addiiton to Citywide Pattern	$720,000	$1,030,000	$1,030,000
	Premium Increases/(Decreases)	($3,930,000)	($3,930,000)	($3,930,000)
140544	**Supervising Probation Officers (SPO)**	**$60,000**	**$140,000**	**$240,000**
	Percent of FY 2014-15 Salary and Fringe	**1.9%**	**4.5%**	**7.8%**
	Wages	$50,000	$120,000	$200,000
	Wage-Related Fringe Increases/(Decreases)	$10,000	$20,000	$40,000
140545	**Teamsters Local 856 (Multi-Unit)**	**$280,000**	**$690,000**	**$1,080,000**
	Percent of FY 2014-15 Salary and Fringe	**2.3%**	**5.6%**	**8.8%**
	Wages	$190,000	$490,000	$800,000
	Wage-Related Fringe Increases/(Decreases)	$50,000	$140,000	$220,000
	Wages - 2% for Senior Counselors Effective 10/11/2014 in Addition to Citywide Pattern	$20,000	$30,000	$30,000
	Wage-Related Fringe Increases/(Decreases) for Senior Counselors	$0	$10,000	$10,000
	Premium Increases/(Decreases)	$20,000	$20,000	$20,000
140546	**TWU-200 (SEAM)**	**$50,000**	**$120,000**	**$200,000**
	Percent of FY 2014-15 Salary and Fringe	**2.0%**	**4.7%**	**7.9%**
	Wages	$40,000	$90,000	$150,000
	Wage-Related Fringe Increases/(Decreases)	$10,000	$30,000	$50,000
140547	**TWU 250-A (7410)**	**$70,000**	**$160,000**	**$270,000**
	Percent of FY 2014-15 Salary and Fringe	**1.9%**	**4.5%**	**7.5%**
	Wages	$50,000	$140,000	$220,000
	Wage-Related Fringe Increases/(Decreases)	$20,000	$40,000	$70,000
	Premium Increases/(Decreases)	$10,000	$10,000	$10,000
	Health Contribution Model Changed to 93/93/83	($10,000)	($30,000)	($30,000)
140548	**TWU-250-A (Multi-Unit)**	**$240,000**	**$590,000**	**$950,000**
	Percent of FY 2014-15 Salary and Fringe	**2.0%**	**4.9%**	**7.9%**
	Wages	$180,000	$440,000	$720,000
	Wage-Related Fringe Increases/(Decreases)	$50,000	$130,000	$210,000
	Health Contribution Model Changed to 93/93/83	$10,000	$20,000	$20,000

ATTACHMENT B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 24 MOUs between the City and County of San Francisco and various employee unions. The attached analysis reviews the MOUs listed below:

140550 - Unrepresented
140526 - Building Inspectors (BI)
140528 - Crafts Coalition
140529 - Deputy Probation Officers' Association (DPOA)
140541 - Sheriff's Managers & Supervisors Association (MSA)
140530 - Deputy Sheriff's Association (DSA)
140531 - District Attorney Investigators' Association (DAIA)
140532 - Electricians Local 6
140533 - IFPTE, Local 21
140534 - Institutional Police Officers' Association (IPOA)
140535 - Laborers, Local 261
140536 - Local 1414 Automotive Machinists
140537 - Municipal Attorneys' Association (MAA)
140538 - Municipal Executives' Association (MEA) - Misc.
140539 - Operating Engineers, Local 3
140540 - Painters (SFCWU)
140549 - Plumbers Local 38
140542 - SEIU Local 1021 Misc.
140543 - Stationary Engineers Local 39
140544 - Supervising Probation Officers (SPO)
140545 - Teamsters Local 856 (Multi-Unit)
140546 - TWU-200 (SEAM)
140547 - TWU 250-A (7410)
140548 - TWU-250-A (Multi-Unit)

Analyses for MOUs with Nurses, Police, and Firefighters are presented in separate letters. MOUs with Municipal Transit Agency (MTA) staff in bargaining units Electricians Local 6, Local 1414 Automotive Machinists, TWU-200 (SEAM), TWU Local 250-A Auto Service Worker, TWU Local 250-A Transit Operator, TWU Local 250-A Transit Fare Inspector, and Municipal Executives' Association (MEA) are negotiated directly with MTA and still pending agreement. MTA employees in those units are excluded from this analysis. A subset of MTA staff in the SEIU bargaining unit job classes considered “service critical” also negotiate directly with MTA and are excluded here.

The information below details the results of the analysis of the costs or savings resulting from amendments to the affected MOUs:

Citywide

Wages

The City and the bargaining units included in this analysis have agreed to a wage increase for all covered employees of 3% in October 2014, 3.25% in October 2015, and between 2.25% and 3.25%, depending on inflation as measured by the Consumer Price Index (CPI), in July of 2016. In calculating CPI, the Controller's Office will 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 will be calculated using the percentage change in the price index from February 2015 to February 2016. The value of this increase is currently projected to be 2.49%.

With the exception of internal adjustments and parity increases, all units and their represented members follow the citywide pattern for wage increases. Adjustments and exceptions to this pattern for the units listed below are described in detail in this attachment.

- Deputy Probation Officers Association (DPOA)
- Deputy Sheriffs' Association (DSA)
- Sheriffs' Managers & Supervisors Association (MSA)
- District Attorney Investigators' Association (DAIA)
- International Brotherhood of Electrical Workers, Local 6 (IBEW Local 6)
- International Federation of Professional and Technical Engineers Local 21, AFL, CIO (IFPTE Local 21)
- Institutional Police Officers' Association (IPOA)
- Machinists Union, Local 1414
- United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38 (Plumbers and Pipe Fitters, Local 38)
- Service Employees International Union, Local 1021 (SEIU Local 1021)
- The International Union of Operating Engineers and Stationary Engineers, Local 39 (Stationary Engineers, Local 39)
- Teamsters, Local 856 Multi-Unit (Teamsters Local 856)

San Francisco International Airport Employee Transit Pilot Program

The San Francisco International Airport (SFIA) will implement an employee transit pilot program encouraging employees to use mass transportation to commute to and from SFIA work locations. The City and the affected unions have included changes to the MOU's that incorporate this change. Our analysis projects that this change will result in approximately $0.4 million of increased costs to the City during FY 2014-15 and $0.5 million of increased costs in FY 2015-16 and 2016-17. This pilot program will be evaluated in FY 2015-16 to determine whether it will be continued.

Compensatory Time Off

The City and 13 of the 24 unions have agreed to include changes to the MOUs affecting the compensation method for compensatory time earned by covered members. Employees occupying certain executive, administrative, or professional positions are not paid for overtime worked but instead are granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules. Under the amended MOUs, an employee who is appointed to a position in another department will have his or her entire compensatory time balance paid out at the rate of the underlying classifications prior to appointment. Similarly, an employee who is appointed to a position in a higher classification that allows for paid overtime will have his or her entire compensatory time balance paid out at the rate of the lower classification prior to promotion. Our analysis projects that the implementation of this change will result in no increased costs to the City during the term of the agreements. Over the long term, this change is likely to result in lower payouts than would otherwise have been made.

Paperless Pay

The City and the unions have agreed to implement a Citywide Paperless Pay Policy that will apply to all City employees. Under the policy, all employees shall be able to access their pay advices electronically, and will have, regardless of employee start date, two options for receiving pay; direct deposit or bank card. Upon implementation of the policy paper pay advices will no longer be available with the exception of those employees without computer access. Our analysis projects that this change will result in approximately $60,000 of total cost savings to the City from FY 2014-15 through FY 2016-17.

File Number 140528 - Crafts Coalition

The MOU for the Joint Craft Unions covers all members in the following units: 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. The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 415 authorized positions with a salary base of approximately $34.9 million and an overall pay and benefits base of approximately $45.9 million.

Our analysis projects that this agreement will result in approximately $1.1 million of increased costs to the City during FY 2014-15, $2.5 million of increased costs in FY 2015-16 and $4.1 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140550 - Unrepresented

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2015, affecting 134 authorized positions with a salary base of approximately $12.0 million and an overall pay and benefits base of approximately $15.7 million.

Our analysis projects that this agreement will result in approximately $0.3 million of increased costs to the City during FY 2014-15. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140526 – Building Inspectors (BI)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 80 authorized positions with a salary base of approximately $9.0 million and an overall pay and benefits base of approximately $11.8 million.

Our analysis projects that this agreement will result in approximately $0.2 million of increased costs to the City during FY 2014-15, $0.6 million of increased costs in FY 2015-16 and $1.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140529 – Deputy Probation Officers' Association (DPOA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 160 authorized positions with a salary base of approximately $15.2 million and an overall pay and benefits base of approximately $18.6 million.

Our analysis projects that this agreement will result in approximately $0.6 million of increased costs to the City during FY 2014-15, $1.1 million of increased costs in FY 2015-16 and $1.7 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140530 – Deputy Sheriff's Association (DSA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 769 authorized positions with a salary base of approximately $73.2 million and an overall pay and benefits base of approximately $90.0 million.

Our analysis projects that this agreement will result in approximately $1.4 million of increased costs to the City during FY 2014-15, $4.6 million of increased costs in FY 2015-16 and $8.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

The City and the union have also agreed to reinstate the annual salary survey market wage adjustment which was suspended under the previous MOU. Our analysis assumes that no market wage adjustments will occur during the contract period, as the most recent findings from a DHR market wage survey found that salaries for DSA members compared favorably with other agencies.

Outside of the scope of the MOU, the City has recognized the need to begin to pay for overtime worked by members that participate in regular daily briefings outside of their normal shift schedule. The MOU requires the City to pay, at a straight time rate, the first one-quarter hour in excess of eight hours per day that results from the daily briefings. Our analysis reflects this change as a savings from what would otherwise be required to pay at an overtime rate of time and a half.

Finally, the City and the union have agreed to revise longevity pay eligibility requirements to require all members hired after July 1, 2014 to have completed 18 years of service as sworn members prior to receiving longevity pay. Prior MOU language made members eligible after 5 years of service. Savings from this provision will occur outside of the contract period. The current estimated annual value of this premium pay is $1.1 million.

File Number 140541 – Sheriff's Managers & Supervisors Association (MSA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 98 authorized positions with a salary base of approximately $12.1 million and an overall pay and benefits base of approximately $14.7 million.

Our analysis projects that this agreement will result in approximately $0.6 million of increased costs to the City during FY 2014-15, $1.2 million of increased costs in FY 2015-16 and $1.8 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

As with Sheriff’s Deputies, the City and the union have agreed to reinstate the annual salary survey market wage adjustment which was suspended under the previous MOU. Our analysis assumes that no market wage adjustments will occur during the contract period, as the most recent findings from a DHR market wage survey found that salaries for MSA members compared favorably with other agencies.

MSA also mirrored the agreement with Sheriff’s Deputies and the City to adopt revisions to longevity pay eligibility to require all members hired after July 1, 2014 to have

completed 18 years of service as sworn members prior to receiving longevity pay. Prior MOU language made members eligible after 5 years of service. Savings from this provision will occur outside of the contract period. The current estimated annual value of this premium pay is $0.2 million.

Finally, our cost estimates include increased overtime costs of approximately $0.1 million annually as a result of increases to release and training and training time for unit members. Sheriff's Department staffing models require that any additional release time granted to Lieutenants and Sergeants be backfilled by staff in the same job classes at overtime compensation rates.

File Number 140531 – District Attorney Investigators' Association (DAIA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 42 authorized positions with a salary base of approximately $4.5 million and an overall pay and benefits base of approximately $5.6 million.

Our analysis projects that this agreement will result in approximately $0.2 million of increased costs to the City during FY 2014-15, $0.4 million of increased costs in FY 2015-16 and $0.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140532 – International Brotherhood of Electrical Workers, Local 6 (IBEW Local 6)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 294 authorized positions with a salary base of approximately $29.1 million and an overall pay and benefits base of approximately $38.2 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $0.9 million of increased costs to the City during FY 2014-15, $2.3 million of increased costs in FY 2015-16 and $3.6 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140533 – International Federation of Professional and Technical Engineers Local 21, AFL, CIO (IFPTE Local 21)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 3,883 authorized positions with a salary base of approximately $399.7 million and an overall pay and benefits base of approximately $523.9 million.

Our analysis projects that this agreement will result in approximately $10.9 million of increased costs to the City during FY 2014-15, $27.0 million of increased costs in FY 2015-16 and $44.3 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Further, the City and the union have agreed to continue discussions regarding wage comparability and market status of classification 1093 IT Operations Support Administrator III. If the parties are unable to reach an agreement on further wage adjustments by September 30, 2014, either party may move the dispute to interest arbitration pursuant to Charter Sections A8.409 through A8.409-9.

In addition, the MOU explicitly ends the provision granting additional special acting assignment pay for the PUC/CIP Planning Function at the conclusion of the contract on June 30, 2017. This is outside of the costing period and not included in our analysis. We project that the expiration of this special pay will result in cost savings of approximately $70,000 annually.

File Number 140534 – Institutional Police Officers' Association (IPOA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 2 authorized positions with a salary base of approximately $0.2 million and an overall pay and benefits base of approximately $0.3 million.

Our analysis projects that this agreement will result in increased costs to the City during the contract period of less than $0.1 million. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140535 – Laborers International Union, Local 261 (Laborers, Local 261)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 1,008 authorized positions with a salary base of approximately $65.5 million and an overall pay and benefits base of approximately $86.3 million.

Our analysis projects that this agreement will result in approximately $2.0 million of increased costs to the City during FY 2014-15, $4.8 million of increased costs in FY 2015-16 and $7.6 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140536 – Machinists Union, Local 1414

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 147 authorized positions with a salary base of approximately $12.2 million and an overall pay and benefits base of approximately $16.0 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $0.5 million of increased costs to the City during FY 2014-15, $1.0 million of increased costs in FY 2015-16 and $1.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140537 – Municipal Attorneys' Association (MAA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 434 authorized positions with a salary base of approximately $78.5 million and an overall pay and benefits base of approximately $101.1 million.

Our analysis projects that this agreement will result in approximately $2.1 million of increased costs to the City during FY 2014-15, $4.9 million of increased costs in FY 2015-16 and $8.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Further, the City and the union have agreed to adopt a Standby Duty list pilot program to respond to officer involved shootings/in-custody deaths, search warrant review or homicides. Attorney’s on Standby Duty will be on call and available outside of regular business hours and ready to report for duty. Attorneys designated on Standby Duty will receive eight (8) hours of administrative leave per week of Standby Duty, which will be capped at forty (40) hours per calendar year in addition to any administrative leave granted under the MOU. The pilot program will expire on June 30, 2017. Costs for this program are not included in our analysis and will vary depending on how departments manage additional leave time granted under the MOU.

File Number 140538 – Municipal Executives' Association (MEA) - Misc.

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 974 authorized positions with a salary base of approximately $137.9 million and an overall pay and benefits base of approximately $178.5 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $3.9 million of increased costs to the City during FY 2014-15, $9.6 million of increased costs in FY

2015-16 and $15.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140539 – Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 48 authorized positions with a salary base of approximately $4.5 million and an overall pay and benefits base of approximately $5.9 million.

Our analysis projects that this agreement will result in approximately $0.1 million of increased costs to the City during FY 2014-15, $0.3 million of increased costs in FY 2015-16 and $0.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140540 – San Francisco City Workers United (Painters)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 107 authorized positions with a salary base of approximately $8.5 million and an overall pay and benefits base of approximately $11.2 million.

Our analysis projects that this agreement will result in approximately $0.3 million of increased costs to the City during FY 2014-15, $0.7 million of increased costs in FY 2015-16 and $1.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140549 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38 (Plumbers and Pipe Fitters, Local 38)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 295 authorized positions with a salary base of approximately $29.4 million and an overall pay and benefits base of approximately $38.6 million.

Our analysis projects that this agreement will result in approximately $0.8 million of increased costs to the City during FY 2014-15, $2.1 million of increased costs in FY 2015-16 and $3.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140542 – Service Employees International Union, Local 1021 (SEIU Local 1021)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 10,486 authorized positions with a salary base of approximately $717.5 million and an overall pay and benefits base of approximately $946.0 million. Note that these amounts exclude bargaining unit members in "service critical" job classes at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $24.8 million of increased costs to the City during FY 2014-15, $55.7 million of increased costs in FY 2015-16 and $87.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Additionally, the City and the union have agreed to adopt a five percent premium effective July 1, 2014 for Patient Care Assistants hired on or before July 1, 2008 for all hours worked in a skilled nursing facility, rehabilitation facility, acute care facility, trauma center, clinic or any City facility other than the Department of Public Health's Behavioral Health Center (BHC). The Department of Public Health intends to reopen the BHC before the end of FY 2014-15, which is contingent upon the center receiving a Residential Care Facilities for the Elderly (RCFE) license from the state. Our costing estimates assume a full year of BHC costs at $61,000 in FY 2014-15 and no costs thereafter.

File Number 140543 – The International Union of Operating Engineers and Stationary Engineers, Local 39 (Stationary Engineers, Local 39)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 645 authorized positions with a salary base of approximately $56.1 million and an overall pay and benefits base of approximately $73.8 million.

Our analysis projects that this agreement will result in approximately $1.0 million of increased costs to the City during FY 2014-15, $5.0 million of increased costs in FY 2015-16 and $7.7 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Additionally, this agreement grants all members a 6% base wage increase effective October 11, 2014 in lieu of the 7.5% multiple license premium in the previous agreement. Our analysis finds the cost of the 6% base wage increase will be $3.3 million in FY 2014-15 and $4.8 million annually thereafter, offset by $3.9 million in projected savings per year from elimination of the multiple license premium.

File Number 140544 – Supervising Probation Officers (SPO)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 24 authorized positions with a salary base of approximately $2.5 million and an overall pay and benefits base of approximately $3.0 million.

Our analysis projects that this agreement will result in approximately $0.1 million of increased costs to the City during FY 2014-15, $0.2 million of increased costs in FY 2015-16 and $0.2 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140545 – Teamsters, Local 856 Multi-Unit (Teamsters Local 856)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 106 authorized positions with a salary base of approximately $9.5 million and an overall pay and benefits base of approximately $12.3 million.

Our analysis projects that this agreement will result in approximately $0.3 million of increased costs to the City during FY 2014-15, $0.7 million of increased costs in FY 2015-16 and $1.1 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140546 – Transport Workers Union, AFL-CIO Local 200

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 19 authorized positions with a salary base of approximately $1.9 million and an overall pay and benefits base of approximately $2.5 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $0.1 million of increased costs to the City during FY 2014-15, $0.1 million of increased costs in FY 2015-16 and $0.2 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140547 – Transport Workers' Union, AFL CIO Local 250-A Automotive Service Workers (7410)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 43 authorized positions with a salary base of approximately $2.7 million and an overall pay and benefits base of approximately $3.6 million. Note that

these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $0.1 million of increased costs to the City during FY 2014-15, $0.2 million of increased costs in FY 2015-16 and $0.3 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140548 – Transport Workers' Union Local 250-A Multi-Unit (Unit 28)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 92 authorized positions with a salary base of approximately $9.2 million and an overall pay and benefits base of approximately $12.1 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately $0.2 million of increased costs to the City during FY 2014-15, $0.6 million of increased costs in FY 2015-16 and $1.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

City and County of San Fr. cisco

Edwin M. Lee
Mayor

Depa. nent of Human Resources

Micki Callahan
Human Resources Director

May 28, 2014

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SAN FRANCISCO
2014 MAY 28 PM 1:34

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

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

RE: **Substitutions to the Memoranda of Understanding**

1. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2014 through June 30, 2017)
2. Laborers', Local 261 (July 1, 2014 through June 30, 2017)
3. Automotive Machinist, Local 1414 (July 1, 2014 through June 30, 2017)
4. Municipal Executives' Association (July 1, 2014 through June 30, 2017)
5. Service Employees International Union, Local 1021(July 1, 2014 through June 30, 2017)
6. Supervising Probation Officers (July 1, 2014 through June 30, 2017)
7. Amendment #6 to Firefighters, Local 798, Unit 1 (Amends 2007-2015 MOU)

Please find enclosed for each Memorandum of Understanding:

- 1 copy of FINAL MOU
- 1 copy of REDLINE MOU

Electronic copies have been sent via e-mail today, too. Please refer to the appropriate Committee at your earliest convenience.

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

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

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
1st Hearing – June 17, 2014
2nd 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

AGREEMENT

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

FOR FISCAL YEARS

2014-2015, 2015-2016 and 2016-2017

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TABLE OF CONTENTS

ARTICLE I: REPRESENTATION 2

I.A. RECOGNITION 2
1. Successor Representation 2
2. Unit Assignment Resolution 2

I.B. NO WORK STOPPAGES 2

I.C. MANAGEMENT RIGHTS 2

I.D. UNION/CITY COMMITTEES 3
1. Union/City Relations Committee 3
2. Internal Placement Committee 3

I.E. GRIEVANCE PROCEDURES 4
1. Definition 4
2. Time Limits 4
3. Grievance Description 5
4. Steps of the Procedure 5
5. Expedited Arbitration 6
6. Non-Expedited Arbitration 7
7. Authority of the Arbitrator 8
8. Fees and Expenses of Arbitrator 8
9. Hearing Dates and Date of Award 9

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS 9
1. Official Representatives 9
2. Stewards 10

I.G. UNION LEAVE 10

I.H. UNION SECURITY 10
1. Authorization for Deductions 10
2. Dues Deductions 11
3. Fair Share Agreement 11
4. Implementation 11
5. Service Fee 12
6. Financial Reporting 12
7. Religious Exemption 12
8. Payroll Deduction 12
9. Employee Lists 13

I.I. UNION ACCESS 13

I.J. NEW HIRES 14

I.K. DATA 14

I.L. ADDITIONAL DATA 14

ARTICLE II: EMPLOYMENT CONDITIONS 15

II.A. NON-DISCRIMINATION 15

II.B. PROBATIONARY PERIOD 15

II.C. PROFESSIONAL STANDARDS 16

II.D. REASONABLE ACCOMMODATIONS 16

II.E. SUBCONTRACTING OF WORK **16**
1. "Prop J." Contracts 16
2. Personal Services Contracts 17
II.F. EMPLOYEE REASSIGNMENTS **18**
II.G. WORKFORCE REDUCTION **18**
1. Obligation to Meet & Confer on Employee Workloads 18
2. Advance Notice of Pending Layoffs 18
3. Layoff Procedures 18
II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES **19**
II.I. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION **19**
II.J. TRAVEL REIMBURSEMENT **19**
1. Municipal Railway 19
2. Automobile Allowances 19
3. Mileage Allowance 20
4. Reimbursement of Required Business-Related Travel Expenses 21
II.K. PARKING PLACARDS FOR CALIFORNIA CHILDREN SERVICES REHABILITATION PROFESSIONALS **21**
II.L. PARKING FACILITIES **21**
II.M. CELL PHONE USAGE FOR REHABILITATION PROFESSIONALS **21**
II.N. PERSONNEL FILES **22**
II.O. DISCIPLINE **22**
II.P. PUC/CIP "PROJECT LABOR AGREEMENT" **23**
II.Q. SUBSTANCE ABUSE PREVENTION POLICY **23**

ARTICLE III: PAY, HOURS AND BENEFITS **24**

III.A. WAGES **24**
III.B. ADDITIONAL COMPENSATION **24**
1. Wage Corrections, Adjustments, and Studies 24
2. Acting Assignment Pay 28
3. Acting Assignment Exceptions 29
4. Supervisory Differential Adjustment 29
5. Lead Person Pay 30
6. PUC/CIP Planning Function Assignment Pay 31
7. Supervisory Differential for Classification 2924 Medical Social Work Supervisor 31
8. Licensed Civil/Structural Engineers 31
9. Certificate of Competency 31
10. Bilingual Premium 32
11. Advanced Appraiser Certification Premium 32
12. Certified Hand Therapist Premium 32
13. EEO Premium 33
14. Legislative Assistant Premium 33
15. Housing Inspector Certification Premium 33
16. OSHPD Premium 33
17. Public Safety Communication Coordinator Premium 34

18. Purchasing Manager Certification Premium....34
19. Standby Pay....34
20. Call Back....35
21. Night Duty....35
22. County Surveyor Premium....35
23. Underwater Diver Pay....35
24. MTA Performance/Attendance Incentive Pay....35
25. Extended Ranges....36
III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT....38
1. Promotive Appointment in a Higher Class....38
2. Non-promotive Appointment....38
3. Appointment Above Entrance Rate....38
4. Reappointment Within Six Months....39
5. Compensation Adjustments....39
6. Compensation Upon Transfer or Reemployment....40
III.D. METHODS OF CALCULATION....41
1. Monthly....41
2. Bi-Weekly....41
3. Per Diem or Hourly....41
4. Weekly....41
5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly....41
6. Daily Rates for Monthly and Bi-Weekly....42
7. Conversion to Bi-Weekly Rates....42
III.E. SENIORITY INCREMENTS....42
1. Advancement Through Salary Steps....42
2. Date Increment Due....42
3. Schedule of Salary Increments....42
4. Exceptions....42
III.F. WORK SCHEDULES....44
1. Regular Work Schedules....44
2. Flexible Work Schedule....44
3. Alternate Work Schedule....45
4. Voluntary Reduced Work Week....45
5. Voluntary Time Off Program ("VTOP")....45
6. General Provisions....45
7. Restrictions on Use of Paid Time Off while on Voluntary Time Off....45
8. Duration and Revocation of Voluntary Unpaid Time Off....46
9. Notice of Change in Work Schedule....46
III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME....46
1. Non-Z Designated Classifications:....47
3. Part-Time Employees....48
III.H. FAIR LABOR STANDARDS ACT....48
III.I. HOLIDAYS....48
1. Holiday Compensation for Time Worked....50
2. Holidays for Employees on Work Schedules Other Than Monday Through Friday....50

3. Holiday Pay for Employees Laid Off 50
4. Employees Not Eligible for Holiday Compensation 51
5. Part-time Employees Eligible for Holidays 51
6. Holiday Compensation for Employees Working Alternative Work Schedules 51
7. Z Employees 51
III. J. VACATION 51
1. Definitions 51
2. Award and Accrual of Vacation 51
III.K. TIME OFF FOR VOTING 52
III.L. PROVISIONAL EMPLOYEES 52
III.M. PER-DIEM REHABILITATION PROFESSIONALS 53
III.N. HEALTH AND WELFARE AND DENTAL INSURANCE 53
1. City Contribution 53
2. Dental Benefits 56
3. Benefits While on Unpaid Leave 56
4. Hetch Hetchy Stipend 56
5. Life Insurance 56
III.O. RETIREMENT 56
1. Retirement Payments 56
2. Retirement Restoration Payment 57
3. Quarterly Report and Annual Meeting 57
4. Safety Retirement 58
5. Release Time for Pre-Retirement Planning Seminars 58
6. Miscellaneous Retirement Improvement 58
III.P. STATE DISABILITY INSURANCE (SDI) 58
III.Q. WORKERS' COMPENSATION LEAVE 59
III.R. LONG TERM DISABILITY 60
III.S. RETURN TO WORK 60
III.T. SICK LEAVE 61
III.U. PARENTAL RELEASE TIME 61
III.V. LIABILITY 61
II.W. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM 61

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES 63

IV.A. EMPLOYEE DEVELOPMENT FUND 63
IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS 64
IV.C. PROFESSIONAL ASSOCIATION MEETINGS 64
IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS . 64
IV.E. EDUCATIONAL PROGRAMS 65
IV.F. EMPLOYEE SUGGESTION PROGRAM 65
IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS 65
IV.H. GENERAL TRAINING 65

ARTICLE V: WORKING CONDITIONS 67

V.A. HEALTH AND SAFETY 67
V.B. ASSAULT DATA 67
V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS 68
1. Eye Examinations 68
2. Breaks 68
3. Physical Plant 68
4. Inspection of Machines 69
5. Pregnancy 69
V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS 69
V.E. PROTECTIVE CLOTHING 69
V.F. COMFORT STANDARDS 69
V.G. UNIFORM ALLOWANCE 70
V.H. UNIFORM ALLOWANCE (COMPUTER OPERATORS) 70
V.I. REIMBURSEMENT OF PERSONAL EXPENSES 70
V.J. FINGERPRINTING 70
V.K. TELECOMMUTING 71
V.L. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS 71
V.M. PAPERLESS PAY POLICY 71

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT 73

VI.A. SCOPE OF AGREEMENT 73
VI.B. SAVINGS CLAUSE 73
VI.C. AMENDMENT OR MODIFICATION 74
VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER PROCESS 74

APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS A-1

APPENDIX B: SCHEDULES OF COMPENSATION B-1

APPENDIX C: CIP ADDENDUM C-1

APPENDIX D: PSC ADDENDUM D-1

APPENDIX E: SUBSTANCE ABUSE PREVENTION POLICY E-1

SIDELETTER S-1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO-CLC (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

ARTICLE I: REPRESENTATION

I.A. RECOGNITION

1. The City recognizes the Union as the exclusive bargaining representative for all employees of the City in those units listed in Appendix "A" of this Agreement. The terms and conditions of this Agreement shall also be automatically applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.

1. Successor Representation

2. The City agrees to recognize the Union as the collective bargaining representative of any classification that constitutes a successor classification to a classification that the Union currently represents. Subject to applicable appellate review procedures, the Department of Human Resources shall make the final determination when there is a question as to whether or not a new classification is a successor class.

2. Unit Assignment Resolution

3. For any classifications assigned to bargaining units represented by Local 21 as a result of the settlement of the unit assignment dispute between the City, Local 21 and MEA, the City agrees to meet and confer with Local 21 over subjects within the scope of bargaining and covered by Charter Section A8.409. Any issues that are not resolved through the meet and confer process shall be resolved through arbitration. Any economic benefits shall be implemented at the start of the succeeding fiscal year.

4. The City makes no commitment or promise of wage or benefit improvement with regard to such negotiations.

I.B. NO WORK STOPPAGES

5. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown or work stoppage. It shall not be a violation of this Agreement for an employee to honor a primary picket line sanctioned by the Central Labor Council or the Building and Construction Trades Council; provided however, that an employee shall first notify an appropriate supervisor of the employee's intended actions. Provided further that nothing in this Section shall limit the City's right to enforce the provisions of Section 8.346 of the Charter.

I.C. MANAGEMENT RIGHTS

6. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.

7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.D. UNION/CITY COMMITTEES

1. Union/City Relations Committee

8. The parties have established a Union/City Relations Committee with equal representation from both the City and the Union.

9. The Union/City Relations Committee shall meet at a minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern which arise during the course of this Agreement. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.

10. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

a. For the term of this Agreement, there shall be a sub-committee established to discuss the City's use of bargaining unit members who are exempt from Civil Service pursuant to Charter Sections 10.104-16, 10.104-17, and 10.104-18. The sub-committee will examine the use of such positions and the reasons for such use. The Union acknowledges that appointments are a Civil Service carve-out under Charter Section A8.409-3, and not subject to the grievance procedure.

11. In Fiscal Years 2012-2013 and 2013-2014, the Union/City Relations Committee shall also discuss any ongoing issues related to the City's Personal Services Contracts database, and options for addressing the safety of represented employees at the worksite and in surrounding neighborhoods.

2. Internal Placement Committee

12. A joint DHR/Local 21 committee created in 2003-04 shall continue for the duration of this Agreement and shall meet monthly, or as otherwise agreed to by the parties, to review scheduled and anticipated displacements and to review reappointment and alternative internal placement plans and options.

I.E. GRIEVANCE PROCEDURES

13. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

14. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional, departmental or City rules, policies or procedures subject to the scope of bargaining as set forth in Section VI.A. of this Agreement.

15. A grievance does not include the following:

16. a. All civil service rules excluded pursuant to Section VI.A.

17. b. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the performance evaluation except by mutual agreement.

18. c. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.

19. d. Written reprimands or oral reprimands which are reduced to writing and placed in the employee's personnel file, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand or oral reprimand which is reduced to writing and placed in the employee's personnel file. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand, unless extended by mutual agreement.

2. Time Limits

20. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

21. If the Union fails to file a written grievance appeal within the specified timelines at any step of the appropriate grievance procedure, the grievance shall be considered withdrawn.

22. If the City fails to respond to a grievance within the specified timelines at any step of the appropriate grievance procedure, the Union may move the grievance to the next step. Should the Union fail to advance the grievance to the next step within ninety (90) days of the City's failure to respond within the specified applicable timeline, the grievance shall be considered withdrawn.

3. Grievance Description

23. The Union and City agree that all grievances will be filed listing the following information:

24. a. The basis and date of the grievance as known at the time of submission;

25. b. The section(s) of the contract which the Union believes has been violated; and

26. c. The remedy or solution being sought by the Grievant and/or Union.

4. Steps of the Procedure

27. A grievance regarding a dispute over contract interpretation shall be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a Step higher than Step 2, except by mutual agreement of the parties. In the event a grievance is filed at a Step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate Step.

28. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.

29. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

30. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

31. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer, in writing, within seven (7) working days of receipt of the Step 1 answer. The Appointing Officer may convene a meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.

32. Step 3: For contract interpretation disputes, if the Union is dissatisfied with the Appointing Officer's response at Step 2, the Union may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of receipt of the Step 2 answer. The Director may convene a grievance meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

33. A grievance arising from a final disciplinary decision, as defined in Section II.O, shall be initiated at Step 3 of this grievance procedure. Such grievance may only be filed by the Union. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and respond no later than fifteen (15) working days following receipt of the appeal. If the response of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of ERD's response.

34. Arbitration: If the Union is dissatisfied with the Step 3 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 3rd Step decision that arbitration is being invoked.

5. Expedited Arbitration

35. Grievances of disciplinary suspensions of fifteen (15) days or less, grievances regarding Acting Assignment Pay pursuant to Sections III.B.2 and III.B.3, and grievances regarding denial of a step increase pursuant to Section III.E.4.b shall be resolved through an expedited arbitration process. Grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall also be resolved through an expedited arbitration process; however, either party may move such matters out of the expedited process to regular arbitration described in Section 6. below. By written mutual agreement, the parties may submit any other grievance to this expedited arbitration process.

36. 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 (12) months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process.

37. The arbitrator shall hear three (3) grievances for each scheduled day of hearings. Each grievance will have a two (2) hour time limit. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.

38. The parties shall not be represented by counsel at these proceedings.

39. The parties will not utilize court reporters, electronic transcription, or post-hearing briefs.

6. Non-Expedited Arbitration

40. The parties share a desire to create an appeals process that offers timely resolution of appeals of suspensions of more than 15 days and terminations. The parties agree to use their best efforts to arbitrate grievances appealing terminations and suspensions of greater than fifteen (15) days within ninety (90) calendar days of the Union's written request to arbitrate.

41. When a grievance is appealed to arbitration, the parties shall attempt to mutually agree on an arbitrator listed in paragraphs 46 through 47 below. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:

42. a. Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator listed in alphabetical order, provided however that each party shall be entitled to one strike.

43. b. The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.

44. c. In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

45. Except for the expedited procedure described above, hearings shall be scheduled within thirty (30) working days of selection of an arbitrator.

d. Selection of the Arbitrator

46. 1. The parties have established the following list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement:

Fred D'Orazio
Matt Goldberg
Katherine Thomson
Carol Vendrillo
Barry Winograd
Andria Knapp
Catherine Harris

47. This list of arbitrators shall be in effect until the expiration of this Agreement, unless extended by mutual agreement.

48. 2. In the event that the parties mutually agree to remove an arbitrator, or an arbitrator becomes unavailable to serve on the panel, the parties shall attempt to agree on a replacement arbitrator. If the parties cannot reach mutual agreement on a replacement arbitrator within ten (10) working days of their initial discussions, the parties shall jointly request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service ("CSMCS"). Each party shall select four (4) arbitrators from that list; the one arbitrator in common shall serve as the replacement, unless the parties mutually agree otherwise. If there are two (2) or more arbitrators in common, then the parties shall toss a coin to determine the replacement arbitrator. If there are more than two (2) arbitrators in common, then the parties shall alternately strike names until one (1) arbitrator remains; the decision of which party will strike first shall be determined by a coin toss.

7. Authority of the Arbitrator

49. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

50. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

8. Fees and Expenses of Arbitrator

51. Except as noted below, the fees and expenses of the Arbitrator shall be shared equally by the parties.

52. In the event that an arbitration hearing is cancelled, resulting in a cancellation fee, the party requesting or causing the cancellation shall bear the full cost of the fee imposed by the arbitrator, unless a mutually agreed upon alternative is established.

53. The parties shall use a court reporter for non-expedited arbitrations, unless they mutually agree otherwise. The parties shall share all fees and expenses for the court reporter's services and transcripts. If a court reporter is utilized for the hearing, the parties can agree in advance to require that the reporter submit the hearing transcript to the parties and arbitrator within five (5) working days of the close of the hearing.

9. Hearing Dates and Date of Award

54. If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a decision based on the information presented at the hearing.

55. Closing briefs will be due to the arbitrator within thirty (30) calendar days of the close of the hearing or receipt of transcript, whichever is later. Either party may choose to make a closing oral argument in lieu of a written brief.

56. Any written decision from the arbitrator will be due within thirty (30) working days of receipt of the parties' briefs or the close of oral argument, whichever is later. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall confirm their willingness to abide by these time limits

57. By the parties' mutual agreement, the arbitrator may issue a bench decision on the record stating the arbitrator's award and the reasons therefore.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

58. For purposes of negotiating a successor collective bargaining agreement, the Union may select up to thirty-two (32) members to serve during the employee's regular duty or work hours without loss of compensation. For purposes of meeting and conferring with the City, on matters within the scope of representation during the term of the agreement, the Union may select up to five (5) members to serve during the employee's regular duty or work hours without loss of compensation. If a situation should arise where the Union believes that more than five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up 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.

59. 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.

60. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of the appropriate Employer representative.

61. c. 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

62. The Union shall furnish the City with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

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

64. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.

65. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

66. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.

67. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

I.G. UNION LEAVE

68. Pursuant to the guidelines of the Civil Service Commission, leave without pay for a reasonable term for up to a reasonable number of employees shall be granted upon ten (10) days advance written notice.

I.H. UNION SECURITY

1. Authorization for Deductions

69. The City shall deduct Union dues, initiation fees, premiums for insurance programs, political action fund contributions, and any special membership assessments from an

employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

70. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Avenue, 8th Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

3. Fair Share Agreement

71. Application: Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

4. Implementation

An agency shop shall be implemented within representation units or subunits when:

72. a. Election: The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or

73. b. 2/3 Membership: The Union makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Union, or

74. c. New Employees: The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

5. Service Fee

75. For the term of this Agreement, all current and future employees of the City as described in Section I.H. above, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall 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 service fee payment shall be established annually by the Union, provided that such service fee will be used by the Union only for the purposes permitted by law.

6. Financial Reporting

76. Annually, and in accordance with its legal obligations, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share 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 and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

7. Religious Exemption

77. Any employee of the City in a classification described in Section I.H.3. above, 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 shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee in accordance with law. Any such employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to one of the following non-religious tax-exempt charities of the employee's choice: the United Way, the American Red Cross, or the San Francisco Food Bank. The Union shall be informed in writing of any such requests.

8. Payroll Deduction

78. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in Section I.H. and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section I.H. thereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over to the Union all sums withheld for membership or service fees.

9. Employee Lists

79. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

80. 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.

81. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in *Hudson*.

I.I. UNION ACCESS

82. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

83. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by a department and the Union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

84. Union representatives shall also have reasonable access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.

85. Union representatives must identify themselves upon arrival at a City department. Union representatives may use department meeting space with a reasonable amount of notice, subject to availability.

86. In work units where the work is of a confidential nature and in which the department requires it of other non-employees, a department may require that Union representatives be escorted by a department representative when in areas where said confidential work is taking place.

87. Nothing herein is intended to disturb existing written departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.

I.J. NEW HIRES

88. The City agrees to provide the Union with the names and classifications of newly hired employees. During the initial processing, the City will provide new employees in those units listed in Appendix A with a Union-provided packet of information regarding the Union and fees and dues arrangement. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee. The City may advise new employees that the packet is being provided as part of an agreement with the Union, and that the City is neither aware of nor endorses the content of the packet.

I.K. DATA

89. The City will provide the Union the following data, by representation unit, for each employee on a monthly basis within legal and reasonable administrative constraints.
1. Name;
2. Employee Number;
3. Department and Section;
4. Current Classification.

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

I.L. ADDITIONAL DATA

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

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

92. 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, marital status, 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 as prohibited by State or Federal law. The City shall expedite the handling of complaints of sexual harassment pursuant to Rule 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.

93. 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.

94. Claims of discrimination shall be adjusted in accordance with prevailing legal standards regarding elements and burdens of proof applicable to the discrimination being claimed.

95. An employee, group of employees, or Union may elect to process a complaint of discrimination or sexual harassment through either the grievance and arbitration procedures of this Agreement or through the applicable Civil Service Rules, the City Administrative Code, federal or state law. If the employee, group of employees or Union elects to pursue remedies for discrimination or sexual harassment complaints outside of the grievance and arbitration procedures of this Agreement, this election shall constitute a complete waiver of the right to pursue that complaint through the grievance and arbitration process.

II.B. PROBATIONARY PERIOD

96. As defined and administered by the Civil Service Commission, the initial probationary period for new employees in all classifications represented by Local 21 shall be twelve (12) months of service. The probationary period for an employee appointed to a promotive position (i.e., a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class) shall be six (6) months of service.

97. The probationary period for all other appointments, as defined and administered by the Civil Service Commission, shall be three (3) months of service. If the employee is being returned to duty in the same department from which he/she was laid off, he/she

shall serve the remainder of any probationary period as set forth in Civil Service Rule 112.30.3.

98. A probationary period may be extended for up to one (1) year by mutual agreement, in writing, between the employee and the Appointing Officer. The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

II.C. PROFESSIONAL STANDARDS

99. An employee who believes that he/she will suffer adverse action for refusing to perform duties or being required to perform duties in a manner inconsistent with professional ethics may request a meeting with the Appointing Officer (or designee) to address such concerns. "Professional Ethics" as used in this provision refers to a standard of professional ethics published by a professional association or recognized as a standard in the field or industry in which the employee works or codified in State Law.

II.D. REASONABLE ACCOMMODATIONS

100. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by these Acts. The City reserves the right to take any action necessary to comply therewith.

II.E. SUBCONTRACTING OF WORK

1. "Prop J." Contracts

101. The City agrees to notify the Union no later than the date a department files "Prop J" legislation with the Clerk of the Board.

102. 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. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,

a. possible alternatives to contracting or subcontracting;
b. questions regarding current and intended levels of service;
c. questions regarding the Controller's certification pursuant to Charter Sections 8.300-1 — 10.104.15;
d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

e. questions relating to the effect on individual worker productivity by providing labor saving devices.

103. 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

104. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the submission of a personal services contract ("PSC") request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any PSC(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

105. 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. 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.

106. 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 105.

107. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed PSCs are calendared for consideration, where such services could potentially be performed by represented classifications.

108. The parties acknowledge existing policies and procedures which place restrictions on the use of personal services contracts for work that could potentially be performed by represented classifications.

109. The City and Local 21 expressly reserve their rights with regard to the parties' contentions over whether such policies and procedures are or are not within the scope of bargaining under Charter Section A8.409. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.

II.F. EMPLOYEE REASSIGNMENTS

110. 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 five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

II.G. WORKFORCE REDUCTION

1. Obligation to Meet & Confer on Employee Workloads

111. 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.

112. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.

113. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

114. 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 sixty (60) calendar days prior to the effective date of the layoff. Such sixty (60) 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.

115. The City will provide ten (10) business days' notice to employees who are subject to displacement due to layoff. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

3. Layoff Procedures

116. Layoffs shall be administered pursuant as follows: 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.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

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

118. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraphs 392 and 393 of the parties' 2006-2012 Agreement, such work will be offered to holdovers in such represented classifications.

II.I. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION

119. An employee who has completed probation in a permanent position and who:

1. is "laid off" from said position;
2. is immediately and continuously employed in another classification with the City, either permanent or temporary; and
3. is thereafter permanently re-employed in his/her former classification without a break in service;
4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

II.J. TRAVEL REIMBURSEMENT

1. Municipal Railway

120. An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel.

2. Automobile Allowances

121. 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.

122. a. Employees in the following classes only shall receive an auto allowance of $40.00 per month and be eligible for a mileage allowance in accordance with the IRS allowance:

4220 Personal Property Auditor
4222 Senior Personal Property Auditor
4224 Principal Personal Property Auditor
4225 Assistant Chief Personal Property Auditor
6270 Housing Inspector
6272 Senior Housing Inspector
2542 Speech Pathologist*
2548 Occupational Therapist*
2550 Senior Occupational Therapist*
2555 Physical Therapist Assistant*
2556 Physical Therapist*
2558 Senior Physical Therapist*

* Applies only to Home Health Care Rehabilitation Professionals and California Children's Services.

123. b. Employees in the following classes now use cars provided by the City; however, individual employees in these classes will receive auto allowance and mileage reimbursement in accordance with subsection (2) a. above if said individual employee has not been supplied with a City automobile and is still required to drive his/her own personal vehicle as provided for above:

6230 Street Inspector
6231 Senior Street Inspector
6232 Street Inspection Supervisor
6272 Senior Housing Inspector
6318 Construction Inspector

124. c. Employees in the following classes only shall receive auto allowance of $100.00 per month and be eligible for a mileage allowance of eight (8) cents per mile:

4260 Real Property Appraiser Trainee
4261 Real Property Appraiser
4265 Senior Real Property Appraiser
4267 Principal Real Property Appraiser

3. Mileage Allowance

125. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the Appointing Officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.

126. Subject to review and approval by the Controller's Office, additional classes may be considered for eligibility for the Auto Allowance under Section 2 of this Article by the Union/City Relations Committee (UCRC).

4. Reimbursement of Required Business-Related Travel Expenses

127. Represented employees who are required by the Appointing Officer or designee to engage in business-related travel shall be eligible for reimbursement of such eligible travel-related expenses consistent with the rates established in the Controller's Office's Business Travel Reimbursement Guidelines.

II.K. PARKING PLACARDS FOR CALIFORNIA CHILDREN SERVICES REHABILITATION PROFESSIONALS

128. The Department of Public Health shall make for the term of the agreement only, at least two (2) parking placards to be shared by California Children Services Rehabilitation Professional employees in the following classes who are required by the Department of Public Health to use their personal car in the course of their work to provide patient care at the patient's home or in the community:

2548 Occupational Therapist
2550 Senior Occupational Therapist
2555 Physical Therapist Assistant
2556 Physical Therapist
2558 Senior Physical Therapist

II.L. PARKING FACILITIES

129. When an employee is required to use his/her personal automobile for City business he/she will be reimbursed for parking fees.

130. Parking fees for represented employees will be set and applied in accordance with Administrative Code Section 4.24.

II.M. CELL PHONE USAGE FOR REHABILITATION PROFESSIONALS

131. The City will provide no fewer than ten cell phones to Rehabilitation Professionals who work in Home Health or California Children Services. In the event a City cellular phone is not available, the City agrees to pay for the cost of business related calls made by the Rehabilitation Professional on his/her cellular phone. Employees shall be required to provide evidence of expenditure to the department in order to receive reimbursement.

II.N. PERSONNEL FILES

132. 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.

133. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

134. With the 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 request.

135. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days. All material in the file must be signed and dated by the author.

136. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.

137. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

138. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

II.O. DISCIPLINE

139. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.

140. Suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees, who have served the equivalent of a probationary period, shall be subject to the following procedure:

a. The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.

b. The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.

c. The employee shall be notified in writing of the decision. The employee's representative shall receive a copy of this decision.

II.P. PUC/CIP "PROJECT LABOR AGREEMENT"

141. The parties agree that timely and successful implementation of the PUC's Capital Improvement Plan (CIP) projects is among their highest priorities, and that changes in the terms and conditions of employment set forth in this Agreement that are unique to CIP projects may facilitate the achievement of their mutual goal. The parties therefore agree that the Capital Improvement Plan Projects Addendum to this Agreement, incorporated herein as Appendix C for reference, shall be extended to June 30, 2014.

142. Regarding CIP Projects, the parties agree to meet and confer over all matters within the mandatory scope of bargaining, and any other matters which they mutually agree to discuss.

II.Q. SUBSTANCE ABUSE PREVENTION POLICY

143. Attached as Appendix F 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 Carol Vendrillo, shall be retained by the parties for that arbitration proceeding.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

144. The wage rates for the employees covered by this agreement shall be rounded to the nearest salary grade. The Human Resources Department will prepare a salary grade to reflect the appropriate compensation for each classification covered by this Agreement as of July 1, 2014 no later than September 30, 2014. The Agreement shall be administratively amended to include the salary grade and shall be attached to the Agreement as Appendix B, with notice to the Union.

145. Represented employees will receive the following base wage increases:

Effective as of the first full pay period beginning in October, 2014: 3%

Effective as of the first full pay period beginning in October, 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% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

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

III.B. ADDITIONAL COMPENSATION

1. Wage Corrections, Adjustments, and Studies

146. In addition to the general wage increases provided for above, additional pay increases and adjustments shall apply as described in this section.

a. Fire Safety Inspectors

147. 1.) Parity. Fire Safety Inspectors shall receive parity on salary, overtime, holidays, and educational incentives as it pertains to the H-4 Inspector classification.

148. 2.) Fire Protection Engineers – Holidays. Fire Protection Engineers (5215) shall receive compensatory time equal to the computed rate authorized for the H-4 classification. The Fire Department may elect to suspend the compensatory time for the 5215 classification and replace it with income at the 5215's rate. Effective July 1, 2014 the base wage for classification 5215 Fire Protection Engineer shall be increased by 6%. Additionally, effective July 1, 2014 and

thereafter, classification 5215 Fire Protection Engineer shall receive the same base wage increases as classification 6281 Fire Safety Inspector.

149. 3.) Other Matters. Matters of mutual concern may be referred to the Union/City Relations Committee for further consideration.

b. Deep Class -- Class 1241

150. 1.) There will be a 9-step salary plan for class 1241. Employees will advance from step 1 to 7 based on seniority except as noted below. Seniority is defined as actual time worked in class. The progression between salary steps in class 1241 shall occur as follows:

151. 2.) Step 1 to 7 progression will occur following one year of service or the equivalent of 2080 hours at each step.

152. 3.) Advancement above Step 7 will be contingent upon an employee receiving at least a competent and effective performance evaluation.

2. Exceptions:

153. a) Step 2 Advancement: Within a month of an employee's advancement to Step 2, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation which should occur six months following the advancement to Step 2. To advance from Step 2 to Step 3, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 2, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 3, the employee will automatically advance to Step 3.

154. b) Step 8 Advancement: Within a month of an employee's advancement to Step 7, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation. To advance from Step 7 to Step 8, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 7, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 8, the employee will automatically advance to the next step. This advancement procedure will also apply for movement from Step 8 to Step 9 for all affected employees.

155. c) Step advancements based on performance evaluations outlined above will be retroactive to the employee's anniversary date in the class.

156. d) New employees may be appointed above Step 1 based on an evaluation of experience, education and job-related specialties upon the recommendation of the appointing officer and approval of the Department of Human Resources.

c. Physician Assistants

157. Employees in class 2218 shall receive the same salary as the Nurse Practitioner class (2328).

d. Project Management

158. A permanent employee who is assigned by the Appointing Officer as a Project Manager as described by the specifications for classes 5502, 5504, 5506 or 5508 shall receive the rate of pay of the appropriate project manager classification during such assignment.

159. All assignments are subject to review and approval by the Human Resources Director.

160. An employee covered by this Agreement who is assigned to a Project Manager position shall continue to be represented by Local 21 and shall continue to receive all of the benefits granted in this Agreement.

e. Information Technology

1.) IS/IT Advisory Committee

161. The City and Union recognize that it is in their mutual interest to provide an Information Technology work environment that fosters the City's mission, encourages efficiency, and values employees' contributions. The parties also recognize that the delivery of Information Technology services within the City is currently being reorganized.

162. To ensure open communications between the Union and the City, the parties agree to the following:

163. (i) The parties shall form an Information Technology Advisory Committee which shall include representatives from the City and the Union;

164. (ii) During the reorganization process, the IT Advisory Committee shall meet upon request of the Union to discuss matters involving the reorganization of the delivery of technology services;

165. (iii) The Committee shall continue to meet upon either party's request to discuss matters concerning the delivery of Information Technology Services within the City, including but not limited to an IT Training Academy, other matters related to core competencies and departmental needs, evaluation of whether to add extended ranges for classifications, the need for a classification study and/or addition of new IT classifications, and availability of promotional opportunities.

2.) Ten (10) Step Salary Schedule for IT Classes

(i) Definition.

166. For classes in the series 104x, 105x, 106x and 107x there shall be a ten (10) step salary plan. Each step shall be 2.5% greater than the step below, rounded to the nearest salary schedule, except that Step 4 shall be 3.5% greater than step 3. Step 1 of the ten (10) step plan shall be equal to the salary of step 1 of the current salary grade, including any increases awarded effective 7/1/01.

(ii) Appointments and Mapping.

167. On July 1, 2001 all affected employees shall be placed at the salary step in the ten (10) step plan which is nearest to, but not less than, the rate of pay they would have received in the five (5) step plan, including any increases awarded effective 7/1/01.

168. New employees may be appointed at any step in the step plan at the discretion of the appointing officer.

(iii) Step Progression.

169. Employees below Step ten (10) shall advance to each successive step upon completion of six months service.

170. 3.) IT Operations Support Administrator Series

The parties will continue discussion regarding comparability and market status of classification 1093 IT Operations Support Administrator III, which is the benchmark classification for the classification series 1091, 1092, 1093, 1094, and 1095. If the parties are unable to reach agreement by September 30, 2014 on whether any wage adjustments are appropriate for the series, either party may move the dispute to interest arbitration pursuant to Charter Sections A8.409 through A8.409-9. The mediation-arbitration Board, with neutral chairperson Katherine Thomson, or another mutually agreed-upon arbitrator, will retain jurisdiction of this issue, subject to the following: The dispute may only be moved to arbitration if either party contends that the benchmark classification 1093 IT Operations Support Administrator III is above or below market by more than 5%. An award of any wage adjustment for the series, up or down, shall be implemented effective July 1, 2015.

f. EAP Counselors

171. Employees in class 2594 shall be paid at parity with employees in class 2931. Employees in class 2595 shall be paid at parity with employees in class 2935.

g. Physical Therapists/Occupational Therapists

172. Employees in classes 2556 Physical Therapist, 2548 Occupational Therapist, 2558 Senior Physical Therapist and 2550 Senior Occupational Therapist shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving

one year at Step 6. Employees shall be eligible for Step 8 after serving one year at Step 7.

h. Physical Therapy Assistants

173. Employees in class 2555 shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6.

i. Speech Pathologist

174. Employees in class 2542 Speech Pathologist. Employees shall be eligible for Step 7 after serving two years at Step 6.

j. District Attorney's Investigative Assistant

175. Effective July 1, 2006, class 8132 District Attorney's Investigative Assistant shall be eligible for Step 6 after serving one year of service at Step 5.

k. Legislative Analysts

176. Employees in classes 1367 and 1371 who serve as Legislative Analysts and/or Senior Legislative Analysts in the Office of the Legislative Analyst shall receive a seven percent (7%) premium.

l. Construction Inspectors

177. Employees in class 6318 who serve as Resident Engineer shall receive a two percent (2%) premium while serving in such capacity.

m. Sewage Treatment Plant Superintendents

178. Employees in class 5130 who are in possession of an engineering license shall receive a five and one-half percent (5.5%) premium.

2. Acting Assignment Pay

179. Employees assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:

a. The assignment shall be in writing.

b. The position to which the employee is assigned must be a budgeted position.

c. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days or eighty (80) hours.

180. Upon written approval by the Appointing Officer, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid five percent (5%) above the employee's base

salary but such pay shall not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate that includes out of class pay where the premium is applicable to the class the person is performing in.

181. Disputes regarding eligibility for acting assignment pay under this Section shall be resolved through expedited arbitration under Section I.E(6)(a) of this Agreement.

3. Acting Assignment Exceptions

182. An employee who believes he/she has been assigned to perform a substantial portion of the duties and responsibilities of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through expedited arbitration under Section I.E(6)(a) of this Agreement. Back pay shall be limited to the date the employee's claim was filed with the Appointing Officer.

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

4. Supervisory Differential Adjustment

184. The Department of Human Resources is hereby directed to adjust the compensation of a supervisory employee, whose schedule of compensation is set herein subject to the following conditions.

185. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

186. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

187. c. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Department of Human Resources, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

188. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

189. e. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay (except Project Management Assignment

Pay), of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.

190. f. The adjustment of the salary grade of the supervisor shall be 5% over the salary grade, exclusive of extra pay (except Project Management Assignment Pay), of the employee supervised. DHR clarification of the application of this paragraph is hereby incorporated by reference.

191. g. A supervisory differential shall be available to employees assigned by the Appointing Officer to supervise one or more employees in the same classification.

192. h. If the application of this section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount $1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.

193. i. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

194. j. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.

195. k. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

196. l. Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

5. <u>Lead Person Pay</u>

197. Employees designated by their supervisor as a lead person shall be entitled to a $10.00 per day premium when required to take the lead on any job when at least three other persons are assigned to the job.

6. PUC/CIP Planning Function Assignment Pay

198. Employees in the following classifications shall be eligible for special assignment pay when assigned in writing by the Appointing Officer or designee to a project of the Public Utilities Commission/Capital Improvement Project (PUC/CIP) that exceeds five million dollars, and performing work activities which include responsibility for directing environmental review and regulatory compliance for such projects and their deliverables, from the planning phase to post- construction:

Planner II (5278)	Regulatory Specialist (5620)
Planner III (5291)	Utility Specialist (5602)
Planner IV (5293)	Biologist I/II (2483)
Environmental Review Planner III (5298)	
Environmental Review Planner IV (5299)	

199. Qualifying employees shall receive a premium equal to 5% of base salary for hours that duties described above are actually worked.

200. PUC/CIP planning function assignment pay shall not be available to any employee receiving supervisory differential adjustment, acting assignment pay, or CIP leadership pay. Employees assigned to a project manager classification shall not be eligible to receive this premium.

201. This provision shall expire on June 30, 2017.

7. Supervisory Differential for Classification 2924 Medical Social Work Supervisor

202. Where appropriate in accordance with other provisions of this Section, classification 2924 Medical Social Work Supervisor shall receive a 5% supervisory differential, when as part of the regular responsibilities of his/her class s/he supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates whose salary grade, exclusive of extra pay, is less than 5% below compensation of the 2924 Medical Social Work Supervisor.

8. Licensed Civil/Structural Engineers

203. Licensed Civil Engineers in Engineering classifications who also possess and maintain a structural engineer's license issued by the State of California and who are assigned structural engineering work shall be paid a premium of two (2) steps in addition to their current rate of pay when so assigned as certified in writing by the appointing officer.

9. Certificate of Competency

204. Employees in classes 5220 and 5222 who possess a certificate of competency from the State Water Resources Control Board shall receive a four percent (4%) premium payment in addition to his/her basic wage. Any employee, including those in class 6106, who is receiving this premium on June 30, 2001 shall continue to receive the premium during the life of this agreement.

205. Employees assigned to the 2478 Senior Sewage Treatment Chemists class or its successor class who are required by the City to possess a Certificate of Competency by the State Water Resources Control Board in order to perform their job duties shall continue to receive $25.00 per pay period in addition to his/her basic wage for the life of this agreement.

10. Bilingual Premium

206. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

207. An employee who provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars ($60.00) per pay period.

208. An employee who routinely and consistently provides less than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars ($40.00) per pay period.

11. Advanced Appraiser Certification Premium

209. Employees in classes 4220 Personal Property Auditor, 4222 Senior Personal Property Auditor, 4224 Principal Property Auditor, 4261 Real Property Appraiser, 4265 Senior Real Property Appraiser and 4267 Principal Real Property Appraiser who possess and maintain any or all of the following advanced appraiser certificates shall receive a lump sum payment of one thousand dollars ($1000) for each fiscal year the certification is maintained:

1) An Advanced Appraisers Certificate issued by the California State Board of Equalization; or
2) A Certified General Appraiser certificate issued by the California Office of Real Estate Appraisers; or
3) An "MAI" designation issued by the Appraisal Institute

210. The lump sum payment shall be paid out on October 7, 2006 for fiscal year 2006-2007 and thereafter annually on the first pay period beginning on or after July 1st.

12. Certified Hand Therapist Premium

211. Employees in the classifications 2548 Occupational Therapist, 2550 Senior Occupational Therapist, 2556 Physical Therapist and 2558 Senior Physical Therapist who possess and maintain on file proof of certification as a Certified Hand Therapist

and who are assigned by the Appointing Authority to perform hand therapy work shall be paid a five percent (5.0%) premium payment on base pay while engaged in hand therapy work.

13. EEO Premium

212. Employees in class 1231 Assistant Manager, Equal Employment Opportunity Programs, in the Department of Human Resources Equal Employment Opportunity Division who are assigned to review the work of departmental Equal Employment Opportunity officers (class 1231 or higher) for compliance with Human Resources Director's procedures for investigation or resolution of employment discrimination complaints or for reasonable accommodation of employees with disabilities shall receive a premium equal to five percent (5.0%) of base pay.

14. Legislative Assistant Premium

213. Appointments in class 1835 Legislative Assistant above Step 1 may only be made by an Appointing Officer with the approval of the Human Resources Director and only if the appointment would result in a loss of compensation if the appointee were to accept the position at Step 1.

214. Employees in class 1835 Legislative Assistant whose performance in that job class has been satisfactory to the City for at least four consecutive years, with at least one year of satisfactory service at Step 5, shall receive a premium equal to 5.0% of base pay.

15. Housing Inspector Certification Premium

215. Employees in the classifications 6270 Housing Inspector, 6272 Senior Housing Inspector and 6274 Chief Housing Inspector who possess and maintain any of the following certifications shall be granted additional premium pay as follows above the base rate per hour for each certification. The combined total of these premiums shall not exceed 4.0%:

1) ICC Property Maintenance and Housing Inspector	2.0%
2) ICC Residential Building Inspector or Building Inspector	2.0%
3) ICC Building Code Accessibility Specialist	2.0%
4) State of California Registered Environmental Health Specialist	2.0%

16. OSHPD Premium

216. Employees in an Architectural, Engineering or related classification who possess and maintain an OSHPD certification issued by the State of California and who are assigned by the Appointing Authority and performing engineering work requiring the use of an OSHPD certification shall be paid a five percent (5.0%) premium on base pay.

17. Public Safety Communication Coordinator Premium

217. Employees in class 8240 Public Safety Communications Coordinator who possess and maintain one or more of the following shall be paid a four percent (4.0%) premium on base pay:

1) AA or AS degree in public safety, business or related field; or

2) BA or BS degree in public safety, business or related field; or

3) Ten (10) years of service in the public safety field and completion and maintenance of the following ongoing training requirements: a) CPR certification; b) Emergency Medical Dispatcher Certification through the National Academy of Emergency Dispatch; and c) Emergency Fire Dispatcher Certification through the National Academy of Emergency Dispatch.

18. Purchasing Manager Certification Premium

218. Employees in classes 1950 Assistant Purchaser, 1952 Purchaser, 1956 Senior Purchaser and 1958 Supervising Purchaser who possess and maintain certification for any or all of the following shall receive a three percent (3.0%) premium payment on base pay:

1) Certified Purchasing Manager (CPM) issued by the Institute of Supply Management
2) Certified Professional Public Buyer (CPPB) issued by the National Institute of Governmental Purchasing
3) Certified Public Purchasing Officer (CPPO) issued by the National Institute of Governmental Purchasing

19. Standby Pay

219. Employees who, as part of the duties of their positions are required by the appropriate employer representative to stand by when normally off duty to be instantly available on call to perform their regular duties, shall be paid 10% of base pay for the period of such standby service when outfitted by their Department with a cell phone or other electronic communication device. Employees accepting this premium agree to respond immediately when paged or called. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid their usual rate of pay for either a quarter hour or the actual time worked, whichever is greater, while engaged in such service. For Z-symbol employees, standby pay shall not be allowed unless the employee is assigned in writing to standby for emergencies that directly threaten the health or safety of the public and/or City employees or that relate to the City's information and communication systems. Employees reporting directly to Department Heads are not eligible for standby pay.

220. The standby rate for Class 2218 Physician Assistant shall be the same as that for Class 2328 Nurse Practitioner

20. Call Back

221. Employees (except those at remote locations where City supplied housing has been offered, 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 pay at the applicable rate or shall be paid 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 stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

21. Night Duty

222. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.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 5:00 p.m. and 7:00 a.m.

223. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

22. County Surveyor Premium

224. If assigned in writing by the Director of Public Works to carry out the duties and responsibilities of the County Surveyor, an employee in this assignment will receive a five percent (5%) premium payment in addition to his/her basic wage during the duration of that assignment.

23. Underwater Diver Pay

225. Represented 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, or while actually providing on site supervision of an underwater dive as a part of the PUC's dive operations or supervising the critical planning phases of an underwater dive as part of the PUC's dive operations.

24. MTA Performance/Attendance Incentive Pay

226. The Municipal Transportation Agency (MTA) and the Union agree that represented employees at the MTA are eligible for any reward program that the MTA may choose to

establish for those employees pursuant to Charter Section 8A.100 for the purpose of incentivizing the attainment of service, performance and/or attendance goals.

25. Extended Ranges

227. 1. Employees in classifications listed in the paragraph below shall be eligible for placement in an extended salary range with a value not to exceed 7.5% of the top step of the classification's existing salary range.

228. 2. The following classifications are eligible for placement in an extended salary range under this section:

a. IS Engineer-Principal (1044)
b. IS Project Director (1070)
c. Principal Personnel Analyst (1246)
d. Senior Systems Accountant (1657)
e. Financial Systems Supervisor (1670)
f. Supervising Auditor (1686)
g. Senior Statistician (1806)
h. Performance Analyst III - Project Manager (1830)
i. Supervising Purchaser (1958)
j. Physicians Assistant (2218)
k. Forensic Toxicologist (2458)
l. Laboratory Services Manager (2489)
m. Health Program Coordinator III (2593)
n. Senior Employee Assistance Counselor (2595)
o. Volunteer/Outreach Coordinator (3374)
p. Principal Real Property Officer (4143)
q. Principal Personal Property Auditor (4224)
r. Principal Real Property Appraiser (4267)
s. Sewage Treatment Plant Superintendent (5130)
t. Safety Officer (5177)
u. Principal Engineer (5212)
v. Principal Architect (5273)
w. Planner V (5283)
x. Traffic Sign Manager (5306)
y. Project Manager I-IV (5502-5508)
z. Chief Housing Inspector (6274)
aa. Signal & Systems Engineer (9197)

229. 3. The parties may agree to provide extended salary ranges for additional classifications; provided, however, that extended ranges shall be limited to those classes where there is no further in-unit promotive opportunity.

230. 4. Subject to the requirements set forth in this section, Appointing Officers may seek approval to place incumbent employees at a rate of pay in an extended range based

on consideration of whether the adjustment would serve one or more of the following purposes:

(a) to address demonstrated recruitment or retention issues;

(b) to compensate an employee exercising a special skill;

(c) to compensate for a special project of limited duration; and/or

(d) to recognize exemplary performance.

231. 5. Subject to the requirements as set forth in this section, Appointing Officers may select employees in the above eligible classifications for temporary placement in an extended range. For example, employees may be temporarily placed in an extended range to compensate for assignment to a special project of limited duration; placement in an extended range would be granted for the duration of that special assignment only.

232. 6. Placement in an extended salary range shall be assigned in increments of 2.5% above base pay (i.e., placement may be at 2.5%, 5.0% or 7.5% above base pay), set at the nearest existing salary grade, not to exceed 7.5% above base pay.

233. 7. The Department of Human Resources shall verify that employees selected for placement in an extended range under this section satisfy the foregoing criteria upon written certification by the Appointing Officer detailing the basis for the placement.

234. 8. Placement in extended salary ranges under this section shall be funded through Departmental budgets, and shall require certification by the Controller's Office and the Mayor's Budget Office that adequate funds are available.

235. 9. Employees placed in an extended range under this section shall not be eligible to receive additional pay under any of the following:

(a) The Pilot Capital Project Incentive Program pursuant to the Capital Projects MOU Addendum (Appendix C of this Agreement); or

(b) Leadership Pay or Special Skills Pay pursuant to the Capital Projects MOU Addendum (Appendix C of this Agreement); or

(c) Acting Assignment Pay pursuant to section III.B of this Agreement; or

(d) Supervisory Differential Adjustment section III.B of this Agreement.

236. 10. The City and the Union agree to work cooperatively to ensure the success of this program.

237. 11. Placements in extended ranges under this section are discretionary. The granting or failure to grant placement in an extended range is not subject to the grievance procedure or any other type of appeal.

III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT

238. 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

239. An employee who has completed a probationary period and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:

240. a. The employee shall receive a salary step in the promotive class which is closest to an adjustment of ten percent (10%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

2. Non-promotive Appointment

241. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate

242. Appointments may be made by an appointing officer at any step in the salary grade upon the approval of the Human Resources Director under one or more of the following conditions:

243. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

244. b. Loss of compensation would result if appointee accepts position at the normal step.

245. c. A severe, easily demonstrated and documented recruiting and retention problem exists.

246. d. The appointee possesses special experience, qualifications, and/or skills including, but not limited to, the number of years performing similar work elsewhere which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

247. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

4. Reappointment Within Six Months

248. 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 Adjustments

a. Salary Increase in Next Lower Rank Classification.

249. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary s/he would have received had s/he remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer of promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

250. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which s/he is otherwise qualified, and which has a salary grade higher than the protected salary of the employee.

b. Flat Rate Converted to Salary Range.

251. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a salary grade number during the current fiscal year shall be paid on the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

c. Continuation of Salary Step Earned Under Temporary Appointment.

252. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same

classification, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary appointment.

d. Credit for Temporary Service.

253. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

e. Salary Anniversary Date Adjustment.

254. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

6. Compensation Upon Transfer or Reemployment

a. Transfer.

255. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he 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 Classification Following Layoff.

256. 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 Classification.

257. 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 Classification.

258. 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 step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

III.D. METHODS OF CALCULATION

1. Monthly

259. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. Bi-Weekly

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

3. Per Diem or Hourly

261. 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.

4. Weekly

262. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.

5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly

263. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.

b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

6. Daily Rates for Monthly and Bi-Weekly

264. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).

7. Conversion to Bi-Weekly Rates

265. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.E. SENIORITY INCREMENTS

1. Advancement Through Salary Steps

266. a. Except as specifically provided in Section III.B., permanent employees shall advance to each successive step upon completion of one (1) year of required service.

267. b. Provisional employees shall be advanced to the step he/she would have achieved had he/she been permanent from the first day of employment in the class. Thereafter, the employee's anniversary date shall be from the first day in the class regardless of status.

268. 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 (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

2. Date Increment Due

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

3. Schedule of Salary Increments

270. The schedule of seniority increments will be set forth in, and is hereby made a part of, Appendix B (Schedules of Compensation).

4. Exceptions

271. a. 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 unsatisfactory performance occurs within the sixty (60) days before the employee's salary anniversary date, the Appointing Officer shall provide the notice and basis for the intent to withhold a step increase within a reasonable time.

272. b. 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.

273. c. 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.

274. d. When records of salary grade are established and maintained by electronic data processing, then the following shall apply:

275. 1.) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

276. 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.

277. e. Advancement through the increment steps of the salary grades shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:

278. 1.) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar 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 current calendar year.

279. 2.) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar 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 prior to January 1 of the current calendar year.

5. Receipt of Paychecks

280. The City agrees to take all reasonable non-cost measures to reduce the delay between the last day of the pay period and the receipt of paychecks.

III.F. WORK SCHEDULES

1. Regular Work Schedules

a. Regular Work Day.

281. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), consecutive hours of work completed within not more than nine (9) hours.

b. Regular Work Week.

282. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

283. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. 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.

284. 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.

2. Flexible Work Schedule

285. All classifications of employees having a normal workday may, with the appointing authority's permission voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:

286. a. The employee must work five (5) days a week and forty (40) hours per week.

287. b. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Week" as defined in Section III.F(1) above. This provision shall not be grievable or arbitrable.

3. Alternate Work Schedule

288. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Requests for alternate work schedules shall not be denied in an arbitrary or capricious manner. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules. A "Regular Work Week" as defined in Section III.F(1) above.

4. Voluntary Reduced Work Week

289. Employees subject to approval by an appropriate employer representative 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 computed proportionately in accordance with such reduced work week.

5. Voluntary Time Off Program ("VTOP")

290. The mandatory furlough provisions of CSC Rule 120.28 shall not apply to covered employees.

6. General Provisions

291. 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.

292. 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.

7. Restrictions on Use of Paid Time Off while on Voluntary Time Off

293. All voluntary unpaid time off granted pursuant to this section shall be without pay.

294. 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.

8. Duration and Revocation of Voluntary Unpaid Time Off

295. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

9. Notice of Change in Work Schedule

296. Except in cases of emergency, when management initiates a change in an employee's work schedule, management will use best efforts to provide two (2) weeks advance notice, and at a minimum, at least seventy-two (72) hours' notice will be given whenever practicable.

III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME

297. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. For full time employees, any time worked under proper authorization of the appointing officer or designee or any hours suffered to be worked in excess of the regular or normal workday or workweek shall be treated as follows:

298. 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.

299. For purposes of this Article, the terms: "time worked", "hours worked", or "actual hours worked" includes time actually worked and time paid but not worked on recognized City holidays identified in Article III.I. paragraph 315.

300. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules as defined in this Article. However, as authorized by and pursuant to the restrictions of the Annual Salary Ordinance, the "Z" symbol may be suspended to allow overtime payment, subject to the availability of funds, and pursuant to approval of the Director of Human Resources. The "Z" symbol may be suspended for individual positions in a classification. Employees in positions whose "Z" symbol has been suspended may not earn/accrue compensatory time for the duration of the suspension of the "Z" symbol.

1. Non-Z Designated Classifications:

Employees classified Non-Z or L are compensated for overtime subject to the following:

301. a. For employees working a regular 8-hour per day schedule, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 8 hours in a day or for hours worked in excess of 40 in a week;

302. b. For employees working a flex-time schedule as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 40 in a week;

303. c. For employees working alternative schedules as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in a workday as set forth in an alternative work schedule or for actual hours worked in excess of 40 hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.

304. d. 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.

305. e. An employee who is appointed to a position in another department shall have his or her entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.

306. f. An employee who is appointed to a position in a higher, Non-Z or L designated classification or who is appointed to a position in a Z- designated classification shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.

307. g. When overtime is necessary, it shall be distributed fairly, subject to employee qualifications and availability.

2. Z-Designated Classifications

Except as otherwise required by the Fair Labor Standards Act, compensatory time may be accrued as follows:

308. a. An employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time;

309. b. An employee may carry forward one hundred twenty (120) hours of earned but unused compensatory time into the next fiscal year.

310. Compensatory time earned will be reported to each employee.

311. In order to allow employees the opportunity to take compensatory time off (CTO), upon receipt of such notice of accrual of one hundred and sixty (160) hours of accrued compensatory time, the employee shall request days off as CTO within the next three (3) to six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full workday blocks unless an alternative is mutually agreed upon. Scheduling shall be by mutual agreement.

312. Compensatory time cannot be cashed out. Exceptions to normal work schedules for which no extra compensation is authorized may be granted in accordance with section 1.3 of the Annual Salary Ordinance.

3. Part-Time Employees

313. Part-time employees shall not be entitled to overtime compensation or time off for work performed in excess of their specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.

III.H. FAIR LABOR STANDARDS ACT

314. To the extent that the 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.I. HOLIDAYS

315. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

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)

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

317. The City shall accommodate religious belief or observance of employees as required by law.

318. Employees shall be granted floating holidays as set forth below:

319. Four (4) floating days off (thirty-two (32) hours) to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. 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 days off. Floating Holidays received in one fiscal year but not used shall be carried forward to the next succeeding fiscal year. The maximum number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year, and at no time shall employees be able to accumulate more than 64 hours of floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken.

320. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2013, may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.

321. During Fiscal Years 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

322. 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.

323. 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 Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a

holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

1. Holiday Compensation for Time Worked

324. Employees required by their respective City representative to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid for the legal holiday plus extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount of less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

325. Executive, administrative and professional employees designated with the "Z" symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act 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 (1½) times for work on the holiday.

2. Holidays for Employees on Work Schedules Other Than Monday Through Friday

326. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

327. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he 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 employer representative. Such days off must be taken within the current or next fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

328. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.

3. Holiday Pay for Employees Laid Off

329. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday.

4. Employees Not Eligible for Holiday Compensation

330. 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 employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

5. Part-time Employees Eligible for Holidays

331. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

332. 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 a 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.

333. 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 appropriate employer representative.

6. Holiday Compensation for Employees Working Alternative Work Schedules

334. Nine (9), ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.

7. Z Employees

335. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued.

III. J. VACATION

1. Definitions

336. "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.

2. Award and Accrual of Vacation

337. Vacation benefits are set pursuant to the Charter as follows:

338. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

339. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

340. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

341. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

Years of Continuous Service	Maximum Accrual
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

III.K. TIME OFF FOR VOTING

342. 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.L. PROVISIONAL EMPLOYEES

343. Non-permanent employees, defined as employees with no permanent classification or employees with a permanent classification serving in another classification, shall be entitled to the following:

344. 1. Non-permanent employees shall be treated as permanent employees with respect to health and welfare benefits, compensation and salary steps, seniority, retirement (upon completion of 1040 hours in any twelve month period), and leave benefits, including but not limited to sick leave, vacation and personal leave.

345. 2. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and

administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a thirty-day probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.

III.M. PER-DIEM REHABILITATION PROFESSIONALS

346. In lieu of benefits, Per Diem (as-needed) employees shall be paid at a wage rate no lower than step 5. When an as-needed per-diem accepts a regularly-scheduled position (FT or PT, permanent or provisional civil service status) he/she shall be paid at no lower than a step 3 wage rate, but dependent upon their experience, may be placed at a higher step at the discretion of the Appointing Officer. Per-diems who accept employment to a permanent or provisional civil service position, will receive all the benefits granted to a permanent employee with the exception of health and retirement benefits, which will accrue upon the completion of 1040 hours for employees granted provisional positions, and "just cause," which will be available to the employee upon completion of the equivalent of a probationary period (when appointed provisionally) or the completion of a probationary period (when appointed to a permanent position).

III.N. HEALTH AND WELFARE AND DENTAL INSURANCE

1. City Contribution

347. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.

a. Health Coverage Effective January 1, 2014 Through December 31, 2014

1) Medically Single (Employee Only)

348. 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.

349. For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan.

2) Dependent Coverage (Employee Plus One; Employee Plus Two or More)

350. Effective January 1, 2014 through December 31, 2014, the City shall contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

b. Health Coverage Effective January 1, 2015

351. 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:

1) Employee Only:

352. 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.

2) Employee Plus One:

353. 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.

3) Employee Plus Two or More:

354. 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.

4) Contribution Cap

355. 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.

5) Average Contribution Amount

356. For purposes of this agreement, and any resulting agreements under paragraph 358, 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.

c. Medically Single Employees Outside of Health Coverage Areas

357. The provisions in paragraphs 348, 349, and 352 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.

d. Agreement Not to Renegotiate Contributions in 2014

358. The terms described in paragraphs 351 through 356 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

e. Other Terms Negotiable

359. While the parties have agreed in paragraph 358 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

f. Other Agreements

360. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.

2. Dental Benefits

361. 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.

3. Benefits While on Unpaid Leave

362. 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.

4. Hetch Hetchy Stipend

363. As provided in the Annual Salary Ordinance, for employees assigned to Hetch Hetchy, the City will pay a stipend to employees residing in designated zip code areas enrolled in the Health Services System with employee plus two or more dependents where HMOs are not available and such employees are limited to enrollment in Plan 1.

5. Life Insurance

364. The City will provide $50,000 in term life insurance to each employee.

III.O. RETIREMENT

1. Retirement Payments

365. The SFERS shall process and pay retirement claims in the following manner:

BENEFIT	PROCESSING TIME
Initial monthly retirement allowance	60 days maximum 90% within 60 days
Withdrawal of contributions	6 weeks maximum 85% paid in 30 days
Death benefit	30 days maximum 90% paid within 30 days of filing appropriate papers

366. Represented employees agree to pay their own employee retirement contribution to SFERS. 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 total employee retirement contribution.

2. Retirement Restoration Payment

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

368. Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of four (4) floating holidays to vacation days upon retirement. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four (4) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last thirty (30) days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

369. The parties acknowledge that any City pick-up of employee retirement contributions, as well as other forms of payments (including without limitation payments for health and welfare insurance premiums) and accrued but unpaid leave accounts, are not considered a part of an employee's salary 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.

370. The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

3. Quarterly Report and Annual Meeting

371. The San Francisco Employees Retirement System shall provide upon request a quarterly report to the Union detailing its current holdings and its annual return on investments. The Retirement System shall also meet each Fall during the term of this Agreement after their annual audit to review their portfolio with the Union on request. The Union will attempt to provide specific questions and items of interest in advance to SFERS to assist in setting an appropriate agenda.

4. Safety Retirement

372. If the voters approve an amendment to Charter Section A8.506-2 to delete the "no net increase in cost" requirement in that section, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

373. Non-permanent employees who have earned not less than 1,040 hours of compensation during any twelve-month period shall become eligible for membership in the San Francisco Retirement System and shall be required to enroll.

5. Release Time for Pre-Retirement Planning Seminars

374. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

375. Employees must provide at least two (2) 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.

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

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

6. Miscellaneous Retirement Improvement

378. The City agrees to meet and confer with Local 21 over possible Charter amendments, including early retirement incentives, to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

III.P. STATE DISABILITY INSURANCE (SDI)

379. For any bargaining unit, covered by this Agreement, that has elected coverage in SDI the payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not affect and shall be supplementary to payments from SDI. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular bi-weekly take-home earnings of the employee, excluding optional deductions. 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. At the employee's option, his/her

accrued vacation, and compensatory time off (for non-Z employees only) can also be integrated with SDI payments in the same manner as sick leave.

380. Any over-payments of SDI coverage will be returned to the employee no later than the second pay period following departmental notification to the Controller's Payroll & Personnel Division.

381. During the term of the Agreement, all classifications added to an existing bargaining unit that is covered by State Disability Insurance ("SDI") shall automatically be enrolled in SDI. If a new bargaining unit is created or if the Union gains recognition for additional bargaining units, the Union shall certify in writing to the Employee Relations Director whether such units shall be enrolled in SDI.

III.Q. WORKERS' COMPENSATION LEAVE

Workers' Compensation Supplementation (Shadow Sick Leave Account)

382. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

383. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

384. 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.

385. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

386. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

III.R. LONG TERM DISABILITY

387. The City shall provide to employees with six (6) months continuous service a Long-Term Disability (LTD) plan that provides, after a ninety (90) day elimination period, sixty-six percent (66%) salary (subject to integration) up to age sixty-five (65). Employees who receive payment under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.S. RETURN TO WORK

388. The City will make a good faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of his or her regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class.

389. Where appropriate temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned to work in another classification, on a different shift, and/or in another department, subject to the approval of the Appointing Officer or designee.

390. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.

391. It is also understood that modified duty assignments are temporary only; modified duty assignments for employees temporarily unable to perform regular job duties may not exceed three (3) months. An employee assigned to temporarily modified duty assignment shall receive his/her regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and/or out of class assignment pay as may be provided under this Agreement.

392. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures under those laws.

III.T. SICK LEAVE

393. Employees shall be entitled to accumulate up to 1040 hours of sick leave. For employees who have a balance above the 1040 hour cap as of July 1, 2012, the remaining balance will continue without further accumulation until the employee's sick leave usage brings the total below the 1040 hour cap.

III.U. PARENTAL RELEASE TIME

394. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave – two hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of the employee's biological, adopted or foster child or a child for whom the employee has parental or child rearing responsibilities (including a grandchild or child of a domestic partner) and who is residing in the employee's household. Parental Leave shall not exceed eight hours in any calendar month of the year.

395. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.

396. The employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the two paid hours per semester have been used.

397. Denial of Parental Leave under this section is not subject to the grievance process.

III.V. LIABILITY

398. The City shall defend and indemnify an employee against any claim or action against the employee or account of any act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced State law.

II.W. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM

399. The San Francisco International Airport will implement a pilot program to encourage employees to use mass transportation to commute to and from SFIA work locations. Under the Airport Employee Transit Pilot Program, the SFIA is authorized to provide incentives consistent with Internal Revenue Code 132(a)(5) for the purpose stated above. This pilot program will be evaluated 12 months after implementation to

determine whether it shall be continued. The Union waives all meet-and-confer on this pilot program. This program is not subject to the grievance procedure.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. EMPLOYEE DEVELOPMENT FUND

400. The City shall budget $750,000 during each year of this agreement for the Employee Development Fund for employee training, education and development.

401. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of $2,000 per fiscal year for tuition, registration fees, books, and other materials for internal or external training programs, professional conferences, professional association memberships and desired licenses relevant to the employee's current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training.

402. Any employee who is entitled to reimbursement under the Employee Development Fund during the term of the MOU may apply for such reimbursement at any time during the same fiscal year and will be reimbursed at that time, provided that the funds for that fiscal year have not been exhausted. However, in the event that payment is required for training, professional conference or coursework in the previous fiscal year, but proof of completion is not available until the following fiscal year, if receipts are submitted sufficiently in advance of the Controller's year-end closing date, then expenses may be paid out of that prior year's funds. In any event, if not reimbursed out of the prior year's funds, the employee shall be eligible for reimbursement for such training or coursework in the next fiscal year out of the next fiscal year's available funds.

403. Employee Development Funds will be encumbered at the time that the employee submits his or her Departmentally-approved request to DHR, provided that the employee includes certificate of registration and proof of payment with his or her request to DHR. In the event that it is not possible to provide certification of registration and/or proof of payment, the employee must provide sufficient documentation regarding the course, training program, professional conference, professional association membership or desired license and the anticipated cost of such training program, professional conference, professional association membership or desired license. In the event that DHR rejects the employee's request, such encumbered funds shall be returned to the Employee Development Fund balance. Encumbered funds will not be paid out until the employee provides proof of satisfactory completion and proof of payment. Encumbered funds not used by June 30th of each fiscal year shall be released back into the Employee Development Fund to reimburse employees who submitted a Departmentally-approved request for reimbursement during that same fiscal year but who did not receive reimbursement due to the unavailability of funds at the time.

404. In addition, subject to approval by the appointing officer or designee, employees may utilize up to $500 of the funds available to them for that fiscal year under this article to

pay for up to one-half of the cost of necessary travel outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo. However, Employee Development Funds may not be used for food.

405. Unused funds shall not be carried over from year to year and shall not carryover beyond the expiration of this MOU.

406. Employees shall not be required to utilize these funds for Department-mandated training or for certificates, licenses or registrations required by the City or the State as a condition of employment (however, the costs of continuing education for these certificates, licenses or registrations may be reimbursed through the Employee Development Fund).

407. The Union agrees to work cooperatively with the City to help build City University – a program intended to ensure San Francisco has the most educated and highly trained workforce possible. City University is a partnership between the City, learning institutions, the business community and labor organizations which shall create new sources of funding and new opportunities to professionally develop City employees.

408. Administrative issues concerning the use of the Employee Development Fund shall be addressed through the UCRC.

IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

409. 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 amount of the fee for the renewal of such certificate, registration or license.

IV.C. PROFESSIONAL ASSOCIATION MEETINGS

410. Departments shall continue their present practice with respect to the attendance by employees at professional association meetings, conferences, classes, courses, seminars and other programs, including the reimbursement of related expenses. Opportunities shall be provided in a consistent and uniform manner. Department practices shall be extended to the 2846 Nutritionist class.

IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS

411. Subject to the budgetary and fiscal limitations, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

IV.E. EDUCATIONAL PROGRAMS

412. Subject to the approval of the appointing officer, Personal Property Auditors and other represented employees shall be on paid status when attending educational programs required to maintain a job-related state license.

IV.F. EMPLOYEE SUGGESTION PROGRAM

413. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for considerations and possible awards.

IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS

414. Employees in the following classes shall be granted five days of educational leave with pay per year to attend Department approved training courses, workshops and seminars. Full-time employees will become eligible for the educational leave after completion of six months of permanent employment. Part-time employees who work less than forty hours per week but more than twenty hours per week will become eligible for the educational leave after completion of one year of permanent employment. Scheduling of educational leave shall be by mutual agreement, subject to the staffing requirements of the Department.

2538	2548	2555	2566
2540	2550	2556	
2542	2551	2558	

415. Employees in the above listed classifications shall be entitled to sufficient educational leave with pay to attend Department approved training courses, workshops and seminars necessary to fulfill mandatory re-licensure requirements for licenses required as a condition of employment. If the leave provided in the preceding paragraph is not sufficient to meet this need over the re-licensure cycle, an employee in the listed classifications shall receive additional leave. In the event that an employee receives additional leave under this paragraph, the total number of hours of educational leave provided under this section (IV.G), including the days provided in the preceding paragraph, shall not exceed the number of hours necessary to fulfill the mandatory re-licensure requirements during the re-licensure cycle.

416. The Department of Public Health, at its sole discretion, may assign employees to additional training on paid status.

IV.H. GENERAL TRAINING

417. The City will use its best efforts to provide Local 21 represented employees with up to forty (40) hours of paid time off for job-related training and/or professional

development, which shall include one day of professional development of an employee's choice, not to be unreasonably denied. Such time may include departmental-sponsored training and/or professional development; DHR sponsored training and/or professional development; and/or outside training and/or professional development approved by appointing officer or designee. The foregoing includes but is not limited to mandatory continuing education and/or training requirements.

ARTICLE V: WORKING CONDITIONS

V.A. HEALTH AND SAFETY

418. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.

419. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the Department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.

420. If the Department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the DPH OSH Program staff, if the Department does not have professional OSH staff.

421. If the Departmental or DPH OSH staff, and the employee and his/her representative do not agree the potentially hazardous condition will be evaluated by a panel of three (3) City OSH professionals who have not been involved in either of the previous evaluations.

422. Such evaluations shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.

423. In the event that either the employee or the Union disagrees with the evaluation of the three person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.

424. Upon request, the City shall provide the union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

V.B. ASSAULT DATA

425. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS

426. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

427. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

1. Eye Examinations

428. All represented employees, who are health service system members, shall be eligible for one (1) annual VDT examination and prescribed eyewear.

2. Breaks

429. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.

3. Physical Plant

430. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

431. a. Where necessary, effective glare screens shall be affixed to the front of such machines;

432. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

433. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

434. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

4. Inspection of Machines

435. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

5. Pregnancy

436. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS

437. The City Departments shall make good faith efforts to develop alternative assignments for disabled or pregnant employees whose doctors certify that they are temporarily unable to perform specified aspects of their regular job duties if, in the particular situation,

438. 1. There is sufficient work which the employee can perform available within the employee's job classification in the department, and

439. 2. In the opinion of the department head, assigning the work to the disabled employee or pregnant employee can be done without adversely affecting the operation of the department.

440. In the event a City-wide policy on alternative, light and/or modified duty assignments is proposed during the life of the Agreement, the parties agree to reopen this Section (V.D.) to meet and confer regarding such policy.

441. The City shall provide annual audiometric examinations in accordance with the City's Hearing Conservation Program.

V.E. PROTECTIVE CLOTHING

442. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her Appointing Officer.

443. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations. Individual requests for additional equipment may be forwarded to the UCRC for further attention.

V.F. COMFORT STANDARDS

444. The City shall make good faith efforts to provide adequate lounge, locker and comfort facilities.

V.G. UNIFORM ALLOWANCE

445. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by the Agreement, shall be paid an annual uniform allowance of $175.00, or, in the case of lab coats or smocks, $100.00 no later than the first pay period in December of each year. The Department shall fix the appropriate amount for the allowance after meeting and conferring with the Union prior to September 1 of each year.

446. New employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment will be provided with five (5) scrubs within two weeks of appointment.

447. The Department of Public Health shall furnish employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment with up to two (2) replacement scrubs in any twelve-month period. Scrubs shall also be replaced by the Department of Public Health if they are damaged in the course of the employee's performance of his or her duties.

V.H. UNIFORM ALLOWANCE (COMPUTER OPERATORS)

448. For employees in the Units 8Z and 11O, when properly working on machines, the City will provide smocks for the individuals occupying positions in Units 8Z and 11O, provided, however, that only those employees presently receiving said smocks shall continue to receive them. Smocks will be replaced at the City's expense when they are unserviceable, but in any event, not more than one smock per employee per year shall be issued. Total cost to the City of this provision shall not exceed one thousand dollars ($1,000) per fiscal year in each year of this agreement.

V.I. REIMBURSEMENT OF PERSONAL EXPENSES

449. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

V.J. FINGERPRINTING

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

V.K. TELECOMMUTING

451. The City and the Union recognize that telecommuting programs represent good public policy. Pursuant to the 2003-2006 Agreement, the Government Efficiency Committee reviewed the feasibility of implementing a telecommuting policy for the classifications represented by the Union.

452. Thereafter, the City convened a telecommuting committee (including representatives from City departments and the Union) which developed a comprehensive policy and program regarding telecommuting. Based on the recommendations of the committee, the City implemented a Citywide Telecommuting Policy and Program, copies of which are available on the Department of Human Resources Website at www.sfdhr.org and incorporated herein for reference purposes only.

453. An employee who meets the eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Either a telecommuting employee or the City may end a telecommuting arrangement at any time. However, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. Neither the Telecommuting Program nor this Section V.K. are subject to the grievance and arbitration procedure of this Agreement.

V.L. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS

454. Upon request the City will provide Rehabilitation Professionals at California Children Services/Medical Treatment Union (CCS/MTU) pagers with voicemail and/or access to voicemail.

V.M. PAPERLESS PAY POLICY

455. 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.

456. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.

457. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank card. Employees not signing up for either option will be defaulted into bank cards.

458. Prior to implementing this policy, the City will give all employee organizations a minimum of 30-days' advance notice.

459. The union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects of the policy.

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT

VI.A. SCOPE OF AGREEMENT

462. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section 8.409-3, which reads as follows:

463. Notwithstanding any other provisions of this charter, or of the ordinances, rules or regulations of the city and county of San Francisco and its departments, boards and commissions, the city and county of San Francisco, through its duly authorized representatives, and recognized employee organizations representing classifications of employees covered by this part shall have the mutual obligation to bargain in good faith on all matters within the scope of representation as defined by Government Code section 3504, relating to the wages, hours, benefits and other terms and conditions of city and county employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any agreement, and including agreements to provide binding arbitration of discipline and discharge; provided, however that, except insofar as they affect compensation, those matters within the jurisdiction of the civil service commission which establish, implement and regulate the civil service merit system shall not be subject to bargaining under this part: the authority, purpose definitions, administration and organization of the merit system and the civil service commission; policies, procedures and funding of the operations of the civil service commission and its staff; the establishment and maintenance of a classification plan including the classification and reclassification of positions and the allocation and reallocation of positions to the various classifications; status rights; the establishment of standards, procedures and qualifications for employment, recruitment, application, examination, selection, certification and appointment; the establishment, administration and duration of eligible lists; probationary status and the administration of probationary periods, except duration; pre-employment and fitness for duty medical examinations except for the conditions under which referrals for fitness for duty examinations will be made, and the imposition of new requirements; the designation of positions as exempt, temporary, limited tenure, part-time, seasonal or permanent; resignation with satisfactory service and reappointment; exempt entry level appointment of the handicapped; approval of payrolls; and conflict of interest. Nothing in this paragraph shall limit the obligation of the civil service commission to meet and confer as appropriate under state law.

VI.B. SAVINGS CLAUSE

464. Should any part of this Memorandum 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.

465. Any term of condition of this Agreement which conflicts with the Fair Labor Standards Act, Title U.C.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Act and/or the rules and regulations thereto continue to be applicable to the City and County of San Francisco. Should any dispute over the application of the Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

VI.C. AMENDMENT OR MODIFICATION

466. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified by mutual consent of the parties. Such amendments(s) shall be reduced to writing.

VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER PROCESS

467. This Memorandum of Understanding shall be in effect from July 1, 2014 through and inclusive of June 30, 2017.

468. Upon mutual agreement, the parties may reopen this agreement for the sole purpose of addressing recruitment or retention difficulties with the City's engineers.

IN WITNESS HEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2014.

FOR THE CITY

Micki Callahan Date
Human Resources Director
City and County of San Francisco

Emily Prescott Date
Chief Negotiator
City and County of San Francisco

Approved As To Form:
DENNIS J. HERRERA
City Attorney

Elizabeth Salveson 5-28-14
By: Elizabeth Salveson Date
Chief Labor Attorney
City and County of San Francisco

FOR THE UNION

Bob Muscat Date
Executive Director
IFPTE, Local 21

Bob Britton Date
Chief Negotiator
IFPTE, Local 21

APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS

The following list of classes is subject to change. Please refer to Administrative Code Section 16.200 through Section 16.222 of the San Francisco Administrative Code (Employee Relations Ordinance) for the most current list of represented classifications.

(As of July 1, 2012)

ID	Job Code	Description	Union Code	Barg Unit
COMMN	1002	IS Operator-Journey	021	7
SFMTA	1002	IS Operator-Journey	021	7
COMMN	1003	IS Operator-Senior	021	7
SFMTA	1003	IS Operator-Senior	021	7
COMMN	1004	IS Operator-Analyst	021	7
SFMTA	1004	IS Operator-Analyst	021	7
COMMN	1005	IS Operator-Supervisor	021	7
SFMTA	1005	IS Operator-Supervisor	021	7
COMMN	1011	IS Technician Assistant	021	7
SFMTA	1011	IS Technician Assistant	021	7
COMMN	1012	IS Technical-Journey	021	7
SFMTA	1012	IS Technical-Journey	021	7
COMMN	1013	IS Technician-Senior	021	7
SFMTA	1013	IS Technician-Senior	021	7
COMMN	1014	IS Technician-Supervisor	021	7
SFMTA	1014	IS Technician-Supervisor	021	7
COMMN	1021	IS Administrator 1	021	7
SFMTA	1021	IS Administrator 1	021	7
COMMN	1022	IS Administrator 2	021	7
SFMTA	1022	IS Administrator 2	021	7
COMMN	1023	IS Administrator 3	021	7
SFMTA	1023	IS Administrator 3	021	7
COMMN	1024	IS Administrator-Supervisor	021	7
SFMTA	1024	IS Administrator-Supervisor	021	7
COMMN	1031	IS Trainer-Assistant	021	7
SFMTA	1031	IS Trainer-Assistant	021	7
COMMN	1032	IS Trainer-Journey	021	7
SFMTA	1032	IS Trainer-Journey	021	7
COMMN	1033	IS Trainer-Senior	021	7
SFMTA	1033	IS Trainer-Senior	021	7
COMMN	1041	IS Engineer-Assistant	021	7
SFMTA	1041	IS Engineer-Assistant	021	7
COMMN	1042	IS Engineer-Journey	021	7
SFMTA	1042	IS Engineer-Journey	021	7
COMMN	1043	IS Engineer-Senior	021	7
SFMTA	1043	IS Engineer-Senior	021	7
COMMN	1044	IS Engineer-Principal	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	1044	IS Engineer-Principal	021	7
COMMN	1051	IS Business Analyst-Assistant	021	7
SFMTA	1051	IS Business Analyst-Assistant	021	7
COMMN	1052	IS Business Analyst	021	7
SFMTA	1052	IS Business Analyst	021	7
COMMN	1053	IS Business Analyst-Senior	021	7
SFMTA	1053	IS Business Analyst-Senior	021	7
COMMN	1054	IS Business Analyst-Principal	021	7
SFMTA	1054	IS Business Analyst-Principal	021	7
COMMN	1061	IS Program Analyst-Assistant	021	7
SFMTA	1061	IS Program Analyst-Assistant	021	7
COMMN	1062	IS Programmer Analyst	021	7
SFMTA	1062	IS Programmer Analyst	021	7
COMMN	1063	IS Programmer Analyst-Senior	021	7
SFMTA	1063	IS Programmer Analyst-Senior	021	7
COMMN	1064	IS Prg Analyst-Principal	021	7
SFMTA	1064	IS Prg Analyst-Principal	021	7
COMMN	1070	IS Project Director	021	7
SFMTA	1070	IS Project Director	021	7
	1094	IT Operations Support Administrator IV	021	7
COMMN	1130	Youth Comm Advisor, Bd of Sprv	022	8
COMMN	1203	Personnel Technician	022	8
SFMTA	1203	Personnel Technician	022	8
COMMN	1231	Assistant Manager, EEO	022	8
SFMTA	1231	Assistant Manager, EEO	022	8
COMMN	1232	Training Officer	021	7
SFMTA	1232	Training Officer	021	7
COMMN	1233	EEO Programs Specialist	022	8
SFMTA	1233	EEO Programs Specialist	022	8
COMMN	1241	Personnel Analyst	022	8
SFMTA	1241	Personnel Analyst	022	8
COMMN	1244	Senior Personnel Analyst	022	8
SFMTA	1244	Senior Personnel Analyst	022	8
COMMN	1246	Principal Personnel Analyst	022	8
SFMTA	1246	Principal Personnel Analyst	022	8
COMMN	1312	Public Information Officer	021	7
SFMTA	1312	Public Information Officer	021	7
COMMN	1314	Public Relations Officer	021	7
SFMTA	1314	Public Relations Officer	021	7
COMMN	1360	Special Assistant 1	021	7
SFMTA	1360	Special Assistant 1	021	7
COMMN	1361	Special Assistant 2	021	7
SFMTA	1361	Special Assistant 2	021	7
COMMN	1362	Special Assistant 3	021	7
SFMTA	1362	Special Assistant 3	021	7
COMMN	1363	Special Assistant 4	021	7

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	1363	Special Assistant 4	021	7
COMMN	1364	Special Assistant 5	021	7
SFMTA	1364	Special Assistant 5	021	7
COMMN	1365	Special Assistant 6	021	7
SFMTA	1365	Special Assistant 6	021	7
COMMN	1366	Special Assistant 7	021	7
SFMTA	1366	Special Assistant 7	021	7
COMMN	1367	Special Assistant 8	021	7
SFMTA	1367	Special Assistant 8	021	7
COMMN	1368	Special Assistant 9	021	7
SFMTA	1368	Special Assistant 9	021	7
COMMN	1369	Special Assistant 10	021	7
SFMTA	1369	Special Assistant 10	021	7
COMMN	1370	Special Assistant 11	021	7
SFMTA	1370	Special Assistant 11	021	7
COMMN	1371	Special Assistant 12	021	7
SFMTA	1371	Special Assistant 12	021	7
COMMN	1452	Executive Secretary 2	022	8
SFMTA	1452	Executive Secretary 2	022	8
COMMN	1454	Executive Secretary 3	022	8
SFMTA	1454	Executive Secretary 3	022	8
COMMN	1492	Asst Clerk, Board of Supervisors	022	8
SFMTA	1492	Asst Clerk, Board of Supervisors	022	8
COMMN	1512	Confidential Sctry & Ex Asst Publ Dfdr	022	8
SFMTA	1512	Confidential Sctry & Ex Asst Publ Dfdr	022	8
COMMN	1520	Confidential Sctry to District Attorney	022	8
SFMTA	1520	Confidential Sctry to District Attorney	022	8
COMMN	1522	Confidential Sctry to City Attorney	022	8
SFMTA	1522	Confidential Sctry to City Attorney	022	8
COMMN	1543	Secretary, Comm on the Environment	022	8
COMMN	1544	Secretary, Library Commission	022	8
SFMTA	1544	Secretary, Library Commission	022	8
COMMN	1548	Sctry, Human Svcs. Commission	022	8
SFMTA	1548	Sctry, Human Svcs. Commission	022	8
COMMN	1549	Sctry, Juvenile Probation Commission	022	8
SFMTA	1549	Sctry, Juvenile Probation Commission	022	8
COMMN	1551	Secretary, Health Commission	022	8
SFMTA	1551	Secretary, Health Commission	022	8
COMMN	1555	Sctry, Bldg Inspection Commission	022	8
COMMN	1574	Ex Asst to the Controller	022	8
COMMN	1649	Accountant Intern	021	7
SFMTA	1649	Accountant Intern	021	7
COMMN	1650	Accountant	021	7
SFMTA	1650	Accountant	021	7
COMMN	1652	Senior Accountant	021	7
SFMTA	1652	Senior Accountant	021	7

ID	Job Code	Description	Union Code	Barg Unit
COMMN	1654	Principal Accountant	021	7
SFMTA	1654	Principal Accountant	021	7
COMMN	1657	Senior Systems Accountant	021	7
SFMTA	1657	Senior Systems Accountant	021	7
COMMN	1670	Financial Systems Supervisor	021	7
SFMTA	1670	Financial Systems Supervisor	021	7
COMMN	1684	Associate Auditor	021	7
SFMTA	1684	Associate Auditor	021	7
COMMN	1686	Supervising Auditor	021	7
SFMTA	1686	Supervising Auditor	021	7
COMMN	1803	Performance Analyst I	021	7
COMMN	1804	Statistician	021	7
SFMTA	1804	Statistician	021	7
COMMN	1805	Performance Analyst II	021	7
SFMTA	1805	Performance Analyst II	021	7
COMMN	1806	Senior Statistician	021	7
SFMTA	1806	Senior Statistician	021	7
	1807	Performance Man III, Project Man	022	8
COMMN	1823	Senior Administrative Analyst	021	7
SFMTA	1823	Senior Administrative Analyst	021	7
COMMN	1824	Pr Administrative Analyst	021	7
SFMTA	1824	Pr Administrative Analyst	021	7
COMMN	1825	Pr Administrative Analyst II	021	7
SFMTA	1825	Pr Administrative Analyst II	021	7
COMMN	1827	Administrative Services Mgr	021	7
SFMTA	1827	Administrative Services Mgr	021	7
	1830	Performance Analyst III - Project Manager	021	7
COMMN	1835	Legislative Assistant	022	8
SFMTA	1835	Legislative Assistant	022	8
COMMN	1944	Materials Coordinator	021	7
SFMTA	1944	Materials Coordinator	021	7
COMMN	1950	Assistant Purchaser	021	7
SFMTA	1950	Assistant Purchaser	021	7
COMMN	1952	Purchaser	021	7
SFMTA	1952	Purchaser	021	7
COMMN	1956	Senior Purchaser	021	7
SFMTA	1956	Senior Purchaser	021	7
COMMN	1958	Supervising Purchaser	021	7
SFMTA	1958	Supervising Purchaser	021	7
COMMN	2107	Med Staff Svcs Dept Anl	021	7
COMMN	2119	Health Care Analyst	021	7
COMMN	2218	Physician Assistant	021	7
COMMN	2403	Forensic Laboratory Technician	021	7
COMMN	2456	Asst Forensic Toxicologist 1	021	7
COMMN	2457	Asst Forensic Toxicologist 2	021	7
COMMN	2458	Forensic Toxicologist	021	7

ID	Job Code	Description	Union Code	Barg Unit
COMMN	2481	Water Quality Tech I/II	021	7
COMMN	2482	Water Quality Tech III	021	7
COMMN	2483	Biologist I/II	021	7
COMMN	2484	Biologist III	021	7
COMMN	2485	Supv Biologist	021	7
COMMN	2486	Chemist I/II	021	7
COMMN	2487	Chemist III	021	7
COMMN	2488	Supv Chemist	021	7
COMMN	2489	Lab Svcs Mgr	021	7
COMMN	2538	Audiometrist	021	7
SFMTA	2538	Audiometrist	021	7
COMMN	2540	Audiologist	021	7
SFMTA	2540	Audiologist	021	7
COMMN	2542	Speech Pathologist	021	7
SFMTA	2542	Speech Pathologist	021	7
COMMN	2548	Occupational Therapist	021	7
SFMTA	2548	Occupational Therapist	021	7
COMMN	2550	Senior Occupational Therapist	021	7
SFMTA	2550	Senior Occupational Therapist	021	7
COMMN	2551	Mental Health Treatment Spec	021	7
SFMTA	2551	Mental Health Treatment Spec	021	7
COMMN	2555	Physical Therapist Assistant	021	7
SFMTA	2555	Physical Therapist Assistant	021	7
COMMN	2556	Physical Therapist	021	7
SFMTA	2556	Physical Therapist	021	7
COMMN	2558	Senior Physical Therapist	021	7
SFMTA	2558	Senior Physical Therapist	021	7
COMMN	2566	Rehabilitation Counselor	021	7
SFMTA	2566	Rehabilitation Counselor	021	7
COMMN	2589	Health Program Coordinator 1	021	7
SFMTA	2589	Health Program Coordinator 1	021	7
COMMN	2591	Health Program Coordinator 2	021	7
SFMTA	2591	Health Program Coordinator 2	021	7
COMMN	2593	Health Program Coordinator 3	021	7
SFMTA	2593	Health Program Coordinator 3	021	7
COMMN	2594	Employee Assistance Counselor	021	7
SFMTA	2594	Employee Assistance Counselor	021	7
COMMN	2595	Sr. Employee Asst Counselor	021	7
SFMTA	2595	Sr. Employee Asst Counselor	021	7
COMMN	2802	Epidemiologist 1	021	7
SFMTA	2802	Epidemiologist 1	021	7
COMMN	2803	Epidemiologist 2	021	7
SFMTA	2803	Epidemiologist 2	021	7
COMMN	2819	Assistant Health Educator	021	7
SFMTA	2819	Assistant Health Educator	021	7
COMMN	2822	Health Educator	021	7

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	2822	Health Educator	021	7
COMMN	2825	Senior Health Educator	021	7
SFMTA	2825	Senior Health Educator	021	7
COMMN	2846	Nutritionist	021	7
SFMTA	2846	Nutritionist	021	7
COMMN	2924	Medical Social Work Supervisor	021	7
SFMTA	2924	Medical Social Work Supervisor	021	7
COMMN	2978	Contract Compliance Officer 2	021	7
SFMTA	2978	Contract Compliance Officer 2	021	7
COMMN	2982	Rent Board Supervisor	021	7
SFMTA	2982	Rent Board Supervisor	021	7
COMMN	2992	Contract Compliance Officer 1	021	7
SFMTA	2992	Contract Compliance Officer 1	021	7
COMMN	3374	Volunteer/Outreach Coordinator	021	7
COMMN	4140	Real Property Manager	021	7
COMMN	4142	Senior Real Property Officer	021	7
COMMN	4143	Principal Real Property Ofc	021	7
COMMN	4220	Personal Property Auditor	021	7
COMMN	4222	Sr Personal Property Auditor	021	7
COMMN	4224	Pr Personal Property Auditor	021	7
COMMN	4230	Estate Investigator	021	7
COMMN	4231	Senior Estate Investigator	021	7
COMMN	4260	Real Prop Appraiser Trainee	021	7
COMMN	4261	Real Property Appraiser	021	7
COMMN	4265	Senior Real Property Appraiser	021	7
COMMN	4267	Pr Real Property Appraiser	021	7
COMMN	5120	Architectural Administrator	021	7
SFMTA	5120	Architectural Administrator	021	7
COMMN	5130	Sewage Treatment Plant Supt	021	7
SFMTA	5130	Sewage Treatment Plant Supt	021	7
COMMN	5174	Administrative Engineer	021	7
SFMTA	5174	Administrative Engineer	021	7
COMMN	5177	Safety Officer	021	7
SFMTA	5177	Safety Officer	021	7
COMMN	5201	Junior Engineer	021	7
SFMTA	5201	Junior Engineer	021	7
COMMN	5203	Asst Engineer	021	7
SFMTA	5203	Asst Engineer	021	7
COMMN	5207	Assoc Engineer	021	7
SFMTA	5207	Assoc Engineer	021	7
COMMN	5209	Industrial Engineer	021	7
SFMTA	5209	Industrial Engineer	021	7
COMMN	5211	Sr Engineer	021	7
SFMTA	5211	Sr Engineer	021	7
COMMN	5212	Principal Engineer	021	7
SFMTA	5212	Principal Engineer	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
COMMN	5214	Building Plans Engineer	021	7
SFMTA	5214	Building Plans Engineer	021	7
COMMN	5215	Fire Protection Engineer	021	7
SFMTA	5215	Fire Protection Engineer	021	7
COMMN	5216	Chief Surveyor	021	7
SFMTA	5216	Chief Surveyor	021	7
COMMN	5218	Structural Engineer	021	7
SFMTA	5218	Structural Engineer	021	7
COMMN	5219	Senior Structural Engineer	021	7
SFMTA	5219	Senior Structural Engineer	021	7
COMMN	5241	Engineer	021	7
SFMTA	5241	Engineer	021	7
COMMN	5260	Architectural Assistant 1	021	7
SFMTA	5260	Architectural Assistant 1	021	7
COMMN	5261	Architectural Assistant 2	021	7
SFMTA	5261	Architectural Assistant 2	021	7
COMMN	5262	Landscape Architect Assoc 1	021	7
SFMTA	5262	Landscape Architect Assoc 1	021	7
COMMN	5265	Architectural Associate 1	021	7
SFMTA	5265	Architectural Associate 1	021	7
COMMN	5266	Architectural Associate 2	021	7
SFMTA	5266	Architectural Associate 2	021	7
COMMN	5268	Architect	021	7
SFMTA	5268	Architect	021	7
COMMN	5272	Landscape Architect Assoc 2	021	7
SFMTA	5272	Landscape Architect Assoc 2	021	7
COMMN	5273	Principal Architect	021	7
SFMTA	5273	Principal Architect	021	7
COMMN	5274	Landscape Architect	021	7
SFMTA	5274	Landscape Architect	021	7
COMMN	5275	Planner Technician	021	7
SFMTA	5275	Planner Technician	021	7
COMMN	5276	City Planning Intern	021	7
SFMTA	5276	City Planning Intern	021	7
COMMN	5277	Planner 1	021	7
SFMTA	5277	Planner 1	021	7
COMMN	5278	Planner 2	021	7
SFMTA	5278	Planner 2	021	7
COMMN	5283	Planner 5	021	7
SFMTA	5283	Planner 5	021	7
COMMN	5288	Transit Planner 2	021	7
SFMTA	5288	Transit Planner 2	021	7
COMMN	5289	Transit Planner III	021	7
SFMTA	5289	Transit Planner III	021	7
COMMN	5290	Transit Planner 4	021	7
SFMTA	5290	Transit Planner 4	021	7

ID	Job Code	Description	Union Code	Barg Unit
COMMN	5291	Planner 3	021	7
SFMTA	5291	Planner 3	021	7
COMMN	5293	Planner 4	021	7
SFMTA	5293	Planner 4	021	7
COMMN	5298	Planner 3-Environmental Review	021	7
SFMTA	5298	Planner 3-Environmental Review	021	7
COMMN	5299	Planner 4-Environmental Review	021	7
SFMTA	5299	Planner 4-Environmental Review	021	7
COMMN	5301	Sprv, Traffic Painting Program	021	7
SFMTA	5301	Sprv, Traffic Painting Program	021	7
COMMN	5302	Traffic Survey Technician	021	7
SFMTA	5302	Traffic Survey Technician	021	7
COMMN	5303	Sprv, Traffic & Street Signs	021	7
SFMTA	5303	Sprv, Traffic & Street Signs	021	7
COMMN	5304	Materials Testing Aide	021	7
SFMTA	5304	Materials Testing Aide	021	7
COMMN	5305	Materials Testing Technician	021	7
SFMTA	5305	Materials Testing Technician	021	7
COMMN	5306	Traffic Sign Manager	021	7
SFMTA	5306	Traffic Sign Manager	021	7
COMMN	5310	Survey Assistant I	021	7
SFMTA	5310	Survey Assistant I	021	7
COMMN	5312	Survey Assistant II	021	7
SFMTA	5312	Survey Assistant II	021	7
COMMN	5314	Survey Associate	021	7
SFMTA	5314	Survey Associate	021	7
COMMN	5320	Illustrator and Art Designer	021	7
SFMTA	5320	Illustrator and Art Designer	021	7
COMMN	5330	Graphics Supervisor	021	7
SFMTA	5330	Graphics Supervisor	021	7
COMMN	5362	Civil Engineering Assistant	021	7
SFMTA	5362	Civil Engineering Assistant	021	7
COMMN	5364	Civil Engineering Associate 1	021	7
SFMTA	5364	Civil Engineering Associate 1	021	7
COMMN	5366	Engineering Associate 2	021	7
SFMTA	5366	Engineering Associate 2	021	7
COMMN	5380	StdntDsgnTrain1, Arch/Eng/Plng	021	7
SFMTA	5380	StdntDsgnTrain1, Arch/Eng/Plng	021	7
COMMN	5381	StdntDsgn Train2/Arch/Eng/Plng	021	7
SFMTA	5381	StdntDsgn Train2/Arch/Eng/Plng	021	7
COMMN	5382	StdntDsgnTrain3, Arch/Eng/Plng	021	7
SFMTA	5382	StdntDsgnTrain3, Arch/Eng/Plng	021	7
COMMN	5408	Coord of Citizen Involvement	021	7
SFMTA	5408	Coord of Citizen Involvement	021	7
COMMN	5502	Project Manager 1	021	7
SFMTA	5502	Project Manager 1	021	7

ID	Job Code	Description	Union Code	Barg Unit
COMMN	5504	Project Manager 2	021	7
SFMTA	5504	Project Manager 2	021	7
COMMN	5506	Project Manager 3	021	7
SFMTA	5506	Project Manager 3	021	7
COMMN	5508	Project Manager 4	021	7
SFMTA	5508	Project Manager 4	021	7
COMMN	5601	Utility Analyst	021	7
COMMN	5602	Utility Specialist	021	7
COMMN	5620	Regulatory Specialist	021	7
SFMTA	5620	Regulatory Specialist	021	7
COMMN	5638	Environmental Assistant	021	7
COMMN	5640	Environmental Specialist	021	7
COMMN	5642	Sr. Environmental Specialist	021	7
COMMN	5644	Principal Environ Specialist	021	7
	6115	Wastewater Control Inspector	021	7
COMMN	6116	Sprv Wastewater Cont Inspector	021	7
SFMTA	6116	Sprv Wastewater Cont Inspector	021	7
COMMN	6130	Safety Analyst	021	7
SFMTA	6130	Safety Analyst	021	7
COMMN	6137	Assistant Industrial Hygienist	021	7
SFMTA	6137	Assistant Industrial Hygienist	021	7
COMMN	6138	Industrial Hygienist	021	7
SFMTA	6138	Industrial Hygienist	021	7
	6222	Deputy Sealer of Weights and Measures	021	7
COMMN	6230	Street Inspector	021	7
SFMTA	6230	Street Inspector	021	7
COMMN	6231	Senior Street Inspector	021	7
SFMTA	6231	Senior Street Inspector	021	7
COMMN	6232	Street Inspection Supervisor	021	7
SFMTA	6232	Street Inspection Supervisor	021	7
COMMN	6262	Plan Checker-Architectural	021	7
SFMTA	6262	Plan Checker-Architectural	021	7
COMMN	6266	Senior Plan Checker	021	7
SFMTA	6266	Senior Plan Checker	021	7
COMMN	6270	Housing Inspector	021	7
SFMTA	6270	Housing Inspector	021	7
COMMN	6272	Senior Housing Inspector	021	7
SFMTA	6272	Senior Housing Inspector	021	7
COMMN	6274	Chief Housing Inspector	021	7
SFMTA	6274	Chief Housing Inspector	021	7
COMMN	6281	Fire Safety Inspector 2	021	7
SFMTA	6281	Fire Safety Inspector 2	021	7
	6317	Assistant Construction Inspector	021	7
COMMN	6318	Construction Inspector	021	7
SFMTA	6318	Construction Inspector	021	7
	6319	Senior Construction Inspector	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
COMMN	6335	Disability Access Coordinator	021	7
SFMTA	6335	Disability Access Coordinator	021	7
COMMN	7132	Telecommunication Supervisor	021	7
SFMTA	7132	Telecommunication Supervisor	021	7
COMMN	7336	Electr Instrmntn Tech Wtr Poll	021	7
SFMTA	7336	Electr Instrmntn Tech Wtr Poll	021	7
COMMN	7457	Sign Worker	021	7
SFMTA	7457	Sign Worker	021	7
COMMN	8116	Legislative Calendar Clerk	022	8
SFMTA	8116	Legislative Calendar Clerk	022	8
COMMN	8118	Legislation Clerk	022	8
SFMTA	8118	Legislation Clerk	022	8
	8132	District Atty's Investigative Asst	021	7
COMMN	8151	Claims Investigator, CA	022	8
SFMTA	8151	Claims Investigator, CA	022	8
COMMN	8152	SrClaimsInvstgtor,Cty Atty Ofc	022	8
SFMTA	8152	SrClaimsInvstgtor,Cty Atty Ofc	022	8
COMMN	8167	Parking Hearing Examiner	021	7
SFMTA	8167	Parking Hearing Examiner	021	7
COMMN	8169	Legislative Asst City Atty Ofc	022	8
SFMTA	8169	Legislative Asst City Atty Ofc	022	8
COMMN	8173	Legal Assistant	021	7
SFMTA	8173	Legal Assistant	021	7
COMMN	8219	Parking Enforcement Admin	021	7
SFMTA	8219	Parking Enforcement Admin	021	7
COMMN	8240	Pub Safety Communication Coord	021	7
SFMTA	8240	Pub Safety Communication Coord	021	7
COMMN	8259	Criminalist I	021	7
COMMN	8260	Criminalist II	021	7
SFMTA	8260	Criminalist II	021	7
COMMN	8262	Criminalist III	021	7
SFMTA	8262	Criminalist III	021	7
COMMN	8264	Forensic Document Examiner	021	7
SFMTA	8264	Forensic Document Examiner	021	7
SFMTA	9151	Real Estate Development Manager, SFMTA		
COMMN	9206	Airport Property Specialist 1	021	7
COMMN	9255	Airport Economic Planner	021	7
COMMN	9376	Market Research Spec, Port	021	7
COMMN	9377	Feasibility Analyst, Port	021	7
COMMN	9386	Senior Property Manager, Port	021	7
COMMN	9393	Maritime Marketing Repr	021	7
COMMN	9395	Property Manager, Port	021	7

APPENDIX B: SCHEDULES OF COMPENSATION

(To be appended by September 30, 2014)

APPENDIX C: CIP ADDENDUM

CAPITAL IMPROVEMENT PLAN PROJECTS MOU ADDENDUM TO THE 2012-2014 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

Introduction

San Francisco faces an unprecedented challenge: to restore its aging water system to ensure a reliable Bay Area water supply and avoid system outages which could be caused by natural disasters. The City faces similar challenges in maintaining, restoring, and improving other essential City infrastructure components.

The parties recognize that achievement of this goal requires an extraordinary level of labor-management cooperation, and that disagreements regarding contracting out, terms and conditions of employment, hiring and promotion methods, and other matters have the potential to interfere with implementation of the City's capital projects. The parties further recognize that the success of the City's capital projects will require new and innovative approaches in many employment-related areas including recruitment, hiring, promotion, training, work rules, compensation, evaluation, and management.

The purpose of this Agreement is to promote the efficiency of design, construction management and project management operations for the City's capital projects and provide for efficient resolution of labor disputes and grievances, thereby promoting the public interest in assuring the timely and economical completion of capital projects.

Findings

WHEREAS, the City is or will be engaged in a number of significant capital projects in the coming years which will require that work proceed in an efficient manner without delay or disruption because of disagreements between the City and the Union; and

WHEREAS, the largest capital project the City faces is the modernization and repair of the Hetch Hetchy water supply system;

WHEREAS, the voters passed Propositions A and E, ensuring that funding is available to complete this ambitious program in a timely manner; and

WHEREAS, the voters have found that "the protection, maintenance and repair of the [Hetch Hetchy water supply] system are among their highest priorities"; and

WHEREAS, the PUC CIP consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water and may in the future also consists of a Clean Water Improvement Program and a Repair and Replacement Program; and

WHEREAS, successful completion of the PUC CIP is of the utmost importance to the general public in the San Francisco Bay Area and the state; and

WHEREAS, the Public Utilities Commission (PUC), the Department of Public Works (DPW) and the Department of Human Resources are strategic partners on the PUC CIP and have entered into MOUs memorializing their agreements to share responsibility for completion of the PUC CIP; and

WHEREAS, successful completion of City capital projects is of the utmost importance to the general public; and

WHEREAS, the interests of the general public, the City and County of San Francisco and IFPTE, Local 21 are best served if the work on all capital projects proceeds in an efficient manner without delay or disruption because of disagreements between the City and the Union; and

WHEREAS, the City and the Union desire to establish specific and unique terms and conditions of employment to ensure the City's capital projects are completed with utmost quality, with in-house staff to the greatest extent practicable and on-time and on-budget; and

WHEREAS, through this Agreement, the City and the Union desire to encourage close cooperation which ensures that a satisfactory and harmonious relationship will exist among the parties; and

WHEREAS, the current collective bargaining agreement between Local 21 and the City shall be amended by the Board of Supervisors to incorporate this Agreement; and

WHEREAS, this Agreement shall not replace, interfere, abrogate, diminish or modify the terms and conditions of the parties' existing collective bargaining agreement except as specifically amended; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the City's capital projects.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I - DEFINITIONS

1.1 "Agreement" means "Capital Improvement Plan Projects MOU Addendum" between the City and Local 21 covering the City's capital projects.

1.2 "Capital Improvement Program" or "CIP" means the Capital Improvement Program of the San Francisco Public Utilities Commission which consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water, all of which will be bond funded. The CIP may also in the future include a bond-funded Clean Water Improvement Program and a Repair and Replacement Program in which annual water revenues will be utilized for ongoing maintenance of these regional and water projects.

1.3 "Major Capital Projects" as used herein mean those capital projects with budgets for construction, professional /personal services, purchase, or installation that continue over a multi-year period and that provide facilities, systems or equipment with a useful life of three years or more or extend the useful life of a facility, system or equipment for three years or more and that: 1) exceed five (5) million dollars ($5,000,000.00); or 2) exceed one million dollars ($1,000,000.00) and which are certified by the Appointing Officer and the City Administrator's Office as so significantly complex as to merit additional compensation for those employees working on such projects. Significantly complex projects are those projects that involve three or more engineering disciplines and that:

i. carry a high degree of consequence of error that could result in potentially significant bond penalties or potential loss of significant grant or bond funding; and or,

ii. require significant involvement in negotiation and consensus building among a variety of stakeholders, including regulatory agencies; involve complex, unusual or unique construction or fabrication methods; and that are generally highly visible.

1.4 The decision of the Appointing Officer and/or City Administrator's Office regarding the complexity of a capital project as provided in paragraph 1.3 above shall not be subject to the grievance procedures under this Agreement or to interest arbitration.

1.5 "City" means City and County of San Francisco.

1.6 "CSC" means the Civil Service Commission of the City and County of San Francisco.

1.7 "Day" means calendar days, unless otherwise expressly provided.

1.8 "DHR" means Department of Human Resources, a department of the City.

1.9 "DPW" means Department of Public Works, a department of the City.

1.10 "MTA" means Municipal Transportation Agency.

1.11 "Emergency" means unanticipated event or delay that impacts the functionality of the water system.

1.12 "JUCC" means Joint Union-City Committee, a joint labor management committee between the City and Local 21.

1.13 "Local 21" means "Union" or "International Federation of Professional and Technical Engineers (IFPTE), Local 21."

1.14 "MMBA" means the Meyers-Milias-Brown Act, Government Code section 3500 et seq.

1.15 "MOU" means the memorandum of understanding between the City and Local 21.

1.16 "Parties" means the City and County of San Francisco and the International Federation of Professional and Technical Engineers (IFPTE), Local 21.

1.17 "Planning" means the activities of employees in the classes covered by this Agreement during the pre-design and/or planning phase of the City's capital projects.

1.18 "PUC" means Public Utilities Commission, a department of the City.

1.19 "RFP" or "RFQ" means Request for Proposal or Request for Qualifications.

1.20 "UCRC" means Union/City Relations Committee.

ARTICLE II – SCOPE OF AGREEMENT

2.1 Parties. Subject to approval by the Board of Supervisors and ratification by the Union, the Agreement shall apply to the City and County of San Francisco and IFPTE, Local 21.

2.2 Covered Classifications. This Agreement shall govern the following Local 21 represented design, construction management and project management classifications.

5120 Architectural Administrator
5174 Administrative Engineer
5201 Junior Engineer
5203 Assistant Engineer
5205 Associate Materials Engineer
5207 Associate Engineer
5211 Senior Engineer
5212 Principal Engineer

5218 Structural Engineer
5219 Senior Structural Engineer
5241 Engineer
5260 Architectural Assistant I
5261 Architectural Assistant II
5262 Landscape Architect Associate I
5265 Architectural Associate I
5266 Architectural Associate II
5268 Architect
5270 Senior Architect
5272 Landscape Architect Associate II
5273 Principal Architect
5274 Landscape Architect
5275 Senior Landscape Architect
5304 Materials Testing Aide
5305 Materials Testing Technician
5310 Survey Assistant I
5312 Survey Assistant II
5314 Survey Associate
5216 Chief Surveyor
5342 Mechanical Engineering Assistant I
5350 Electrical Engineering Assistant I
5362 Civil Engineering Assistant
5364 Civil Engineering Associate I
5366 Civil Engineering Associate II
5502 Project Manager I
5504 Project Manager II
5506 Project Manager III
5508 Project Manager IV
5601 Utility Analyst
5602 Utility Specialist
5620 Regulatory Specialist
6318 Construction Inspector
6319 Senior Construction Inspector
6335 Disability Access Coordinator
9195 Light Rail Vehicle Equipment Engineer
9196 Senior Light Rail Vehicle Engineer
9197 Signal & Systems Engineer

This Agreement may also cover other classes for which 50% or more of assigned duties of the incumbents are devoted to major capital projects. Such classes shall be recommended by the JUCC, the Assistant General Manager for Infrastructure and the Deputy Director for Engineering to the Human Resources Director for approval after appropriate consultation with affected Departments.

2.3 Covered Departments. Subject to the limitations of Charter Section 8A.104, this Agreement shall govern all City departments engaging in major capital projects; except for Article IV (Contracting) and Article VI (JUCC), which shall govern only the PUC and DPW. The San Francisco Unified School District and the Community College District are not covered by the Agreement.

2.4 Exclusions

2.4.1 Except as set forth herein, the Agreement is not intended to, and shall not affect Local 21 represented classes not covered in Section 2.2.

2.4.2 This Agreement shall not abrogate, diminish or modify the jurisdiction and requirements of the State Constitution, State Codes, Charter, the Administrative Code and the Civil Service Commission and Civil Service Commission Rules. Matters within the jurisdiction of the Civil Service Commission as set forth in Charter Section A8.409-3 are not subject to any interest or grievance arbitration procedure.

2.4.3 This agreement shall not apply where acceptance of funding from a state or federal agency precludes its application.

ARTICLE III – STAFFING

3.1 Principles

3.1.1 The parties agree that in order to maximize City employment opportunities, it is necessary to hire and promote highly qualified employees quickly and efficiently. The parties acknowledge that many employees involved in capital projects possess state licenses in engineering, architecture and other specialties; such licenses often establish a candidate's minimum qualifications for employment; and, with respect to licensed professionals, employment and promotional decisions are best addressed at the departmental level.

3.1.2 The parties agree that the hiring methods employed on the CIP and other capital projects throughout the City should be fair, should honor the merit system, should command public confidence, and should be focused on creating a talented city workforce.

3.1.3 The parties agree that this Article covers matters within the jurisdiction of the Civil Service Commission and shall be administered subject to Civil Service Commission Rules and procedures.

3.2 Hiring

3.2.1 Continuous Testing. As permitted under Civil Service Rule III, the Union agrees to the use of continuous testing for all classes covered by this agreement.

3.2.2 Certification Rules. In accordance with Civil Service Rule 113, the parties agree to the following certification rules for covered classes:

a. Rule of the List. Classes 5211 (Senior Engineer), 5212 (Principal Engineer), 5270 (Senior Architect), 5273 (Principal Architect) and 5275 (Senior Landscape Architect) shall utilize the Rule of the List.

b. Rule of Seven scores. Classes 5174 (Administrative Engineer), 5241 (Engineer), 5268 (Architect) and 5274 (Landscape Architect) shall utilize a ranked list and the Rule of Seven scores.

c. Rule of Five scores. Classes 5266 (Architectural Assistant II) and 5272 (Landscape Architect Associate II) shall utilize a ranked list and the same certification rule (Rule of Five scores) currently used by Class 5207 (Associate Engineer).

d. Rule of Three scores. Classes 5260 (Architectural Assistant I), 5261 (Architectural Assistant II), 5262 (Landscape Architectural Associate I) and 5265 (Architectural Associate I) shall utilize a ranked list and the same certification rule (Rule of Three scores) currently used for Class 5201 (Junior Engineer) and Class 5203 (Assistant Engineer).

e. Other Covered Classes. Consistent with Civil Service Rules, the basic certification will be Rule of Three scores unless the parties mutually agree to a broader certification rule. All other covered classes shall continue to utilize existing certification rules. All certification rules may be modified by mutual agreement.

3.2.3 Selection by Appointing Authority. In accordance with Civil Service Rule 113, the Departments shall apply merit-based criteria in considering all qualified candidates for a position including procedures similar to those utilized for provisional hiring. Such procedures shall be developed, promulgated and distributed by the Department of Human Resources.

3.2.4 MTA. In accordance with Charter Section 8A.104, MTA's human resources director assumes the powers and duties of the City's Director of Human Resources, including those related to testing, certification and selection, for service critical classes at MTA.

3.2.5 Appeals. Nothing herein shall waive an employee's right to pursue available remedies before the Civil Service Commission in accordance with Civil Service Commission Rules. The Union agrees not to appeal to the Civil Service Commission the utilization of continuous lists or the application of the certification rules set forth in this

Agreement. Neither hiring decisions nor any other provision of this Section shall be grievable under either the provisions of this Agreement or the parties' MOU.

3.3 Technical Engineers

3.3.1 The parties agree that employees in technical engineering classifications are necessary and critical to the successful completion of the CIP. The City and the Union conducted a utilization study of the technical engineering classifications and have agreed to implement some of the recommendations.

ARTICLE IV – CONTRACTING

4.1 Principles

4.1.1 The parties commit to delivering the CIP and related projects with the highest quality and on-time and on-budget.

4.1.2 The parties commit to use in-house staff to perform engineering, planning, architectural, construction management, program management and project management work where feasible and practicable given the needs and schedule of the CIP and related projects.

4.1.3 The parties agree that contracting-out may be necessary in some circumstances and that disagreements over decisions to contract-out shall be fact-based and shall utilize the criteria set forth herein.

4.1.4 The parties acknowledge that the process set forth herein is intended as a pilot designed to improve communication and decision making with regard to contracting issues at PUC and DPW.

4.1.5 The parties acknowledge that this is a pilot process limited to contracting decisions at PUC and DPW, but mutually desire that successful outcomes will motivate other City departments to utilize this pilot process or related processes for contracting decisions.

4.2 Standards for Contracting-Out. The parties recognize that under Civil Service Commission guidelines contracting-out work may be necessary for the following reasons:

4.2.1 Specialized Expertise. The City may contract-out specialized services for which City staff do not possess the necessary specialized skills or experience.

4.2.2 Peak Workloads. The City may contract-out to address temporary peak workloads. Temporary peak workloads are situations where City staff are capable of providing needed services, but sufficient staff are not available to meet project deadlines and the

work is not forecasted to be sufficient to sustain the hiring of additional, qualified permanent employees without risk of layoff or displacement.

4.2.3 Emergencies and/or Unanticipated Events or Delays. The City may contract-out work necessary to address emergencies, unanticipated events or delays.

4.3 Process for Contracting-Out. The City commits to engage in the following process with the Union before issuing an RFP/RFQ for outside engineering, planning, architectural, construction management, program management and project management or related services:

4.3.1 Specialized Expertise. Before determining the RFP/RFQ is necessary because the City lacks specialized expertise to handle specialized work or projects the PUC and DPW will:

a. Poll other City departments to see if such specialized expertise exists;

b. Engage in forecasting with other City departments to assess whether an in-house position with the specialized expertise can be supported;

c. Post the need for specialized skills on email or other systems to enable in-house employees to apply for specialized positions;

d. Determine the extent to which on-going training by City-staff and existing contractors to employees seeking new skills or job opportunities can mitigate the need to rely upon additional contractors for such specialized expertise;

e. To the extent applicable, use information contained in the PUC-developed Skills Bank to determine staff availability and training needs.

4.3.2 Peak Workload. Before determining the RFP/RFQ is necessary to address a peak workload, the PUC and DPW will engage in forecasting with other City departments to determine whether the City can sustain the hiring of additional permanent employees without risk of layoff or displacement.

4.3.3 Emergencies, Unanticipated Events or Delays. Before determining the RFP/RFQ is necessary to address emergencies, unanticipated events or delays, the PUC and DPW will articulate to the union, in writing, the nature of the emergency or unanticipated delay and explain how the RFP/RFQ is designed to cure that emergency or unanticipated delay. For emergencies that imminently threaten health and safety, the procedures set forth in this Article shall be followed at the earliest practicable time after imminent health and safety concerns have been addressed.

4.3.4 The PUC and DPW will endeavor to regularly present its contracting needs to the JUCC Staffing and Contracting Subcommittee with as much advance notice as practicable. At a minimum, the PUC and DPW will notify the Subcommittee, by providing a draft

RFP/RFQ, at least 11 working days prior to publicly advertising or requesting Civil Service Commission approval (whichever is earlier) for an RFP/RFQ for engineering, planning, architectural, project management, program management, construction management or related services, unless such minimum period is waived by Local 21. In the notice, the PUC and DPW will identify the need for such contracting consistent with the criteria in Sections 4.2 and 4.3. The Subcommittee will meet to discuss the rationale for contracting-out within five working days of notice being provided. The Subcommittee may recommend modifications or alternatives to such contracting, provided that such recommendations or alternatives be forwarded to the Assistant General Manager for Infrastructure at PUC or the Deputy Director of Engineering at DPW within 11 working days of notice, except by mutual agreement.

4.4 Prop. J Contracts. Nothing herein is intended to alter or diminish the City's rights or obligations with respect to contracting under Charter Section 10.104 (15).

4.5 Appeals. If the Union disagrees with the decision to contract out, it may pursue available remedies before the Civil Service Commission or the Board of Supervisors with respect to Prop J. contracts desired under Charter Section 10.104 (15). The decision to contract out shall not be grievable.

ARTICLE V – COMPENSATION

5.1 Principles

5.1.1 Recognizing the challenging goals of the CIP and other major capital projects, the parties agree that a flexible compensation structure is necessary. In particular, incentives may be appropriate to encourage and recognize employees who assume additional responsibilities, develop and utilize specialized skills through classroom and on-the-job training, and exhibit leadership, initiative and creativity in their field.

5.1.2 The parties further acknowledge that although basic compensation levels are established through their existing MOU, the needs and resources of the CIP and related major capital projects are unique.

5.2 Leadership Pay

5.2.1 Eligibility

a. Subject to the conditions herein, employees directed to perform any of the assignments referenced and defined in sub-section 5.2.2 shall receive a premium equal to 5% of base salary for hours that such duties are actually performed. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other major capital projects. Leadership pay shall be considered as

part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.

b. An Employee is not eligible to receive Leadership Pay if:

i. The employee is receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.4 (Supervisory Differential Adjustment).

ii. The employee is receiving Lead Person Pay under MOU Section III.B.5 (Lead Person Pay) on the same day.

iii. The employee is assigned or appointed to a project manager classification.

c. All assignments eligible for Leadership Pay must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.

d. It is understood that additional compensation is intended for the hours that such additional duties are performed. An employee who believes he or she qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.3 (Acting Assignment Exceptions) of the parties' MOU.

e. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.

f. Leadership pay shall be calculated on base pay.

5.2.2 Leadership Assignments

a. Project Engineer/Architect/Landscape Architect. Employees assigned to function as the Project Engineer/Architect/Landscape Architect of a major capital project shall receive a premium equal to 5% of base salary while actually engaged in such assignments. The Project Engineer/Architect/Landscape Architect (PE) is supervised by the Functional Manager and reports to a Project Manager for project budget, and schedule issues. The PE is responsible for ensuring that Design Lead Engineers/Architects/Landscape Architects and other support groups, including consultants and other City engineering groups produce integrated work products that meet project goals. The PE ensures the integrity and timely completion of the critical engineering calculations, QA, presentations, and progress reporting.

b. Resident Engineer. Employees assigned to function as a resident engineer/architect/landscape architect (RE) of a major capital project shall receive a premium equal to 5% of base salary while actually engaged in such functions. The

Resident Engineer (RE) shall be responsible for overall construction management oversight and completion of the construction project. The function includes construction team coordination, negotiations, reporting, enforcement of codes and regulations, monitoring of construction quality, budget and schedule, and construction close-out; however, inspection duties are not considered a part of the function. The RE reports to the Construction Manager (CM) for construction issues and the Project Manager (PM) for financial issues. The RE is the primary point of contact for the Field Contractor.

c. CAD Manager. Employees in technical engineering classifications shall receive a premium equal to 5% of base salary when assigned to direct the work of one or more employees in the same or a higher class, or has lead responsibility for continuous improvement and enforcement of departmental CAD standards, while actually engaged in such assignments on major capital projects.

d. Flexible Lead. Employees covered by this Agreement shall receive a premium equal to 5% of base salary when assigned to direct the work of three or more employees in the same or a higher class, while actually engaged in such assignments on major capital projects.

5.3 Special Skills Pay

5.3.1 Eligibility

a. Employees directed to substantially perform any of the assignments referenced and defined in sub-section 5.3.2 shall receive a premium equal to 5% of base salary for the duration of the assignment. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other capital projects. Special skills pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.

b. An employee is not eligible to receive Special Skills Pay if:

i. The employee is receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.4 (Supervisory Differential Adjustment).

ii. The employee is assigned or appointed to a project manager classification.

c. All Special Skills Pay assignments must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.

d. An employee who believes he or she qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.3 (Acting Assignment Exceptions) of the parties' MOU.

f. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.

g. Special skills pay shall be calculated on base pay.

5.3.2 Special Skills Assignments. All of the following special skills assignments shall receive a premium of 5% above base wage for the duration of the assignment on a major capital project.

a. Scheduler. The Scheduler is responsible for preparing detailed and complex project or construction schedules using Primavera or similar computer software, or is responsible for detailed analysis and evaluation of such schedules prepared by others. The Scheduler performs analysis and evaluation of the impacts of construction activities at the site and their impact on normal operations at the site. The Scheduler performs analysis and evaluation of change orders, claims, and other project events and reports on their impacts on the construction quality and schedule.

b. Cost Estimator. The Cost Estimator prepares detailed cost estimates of major capital projects during all phases of projects, from conceptual design estimates through change order estimates during construction. Such cost estimates shall be based on industry standard cost estimating databases, supplemented by local cost data and experience, using formats and methodologies consistent with current industry practices.

c. Geotechnical Engineer. The Geotechnical Engineer performs geotechnical engineering services including subsurface investigations, geotechnical analysis and report preparation, manages personal services contracts and provides oversight and direction to geotechnical consultants, and performs field inspections of landslide and rock-fall events. The Geotechnical Engineer shall have a Geotechnical Engineer License issued by the State of California.

d. Other Specialty. The parties recognize that additional special skills requiring a 5% incentive may be identified by the City or the JUCC. Such additional special skills shall be entitled to receive the above premium upon approval of the City's Human Resources Director after appropriate consultation with affected Departments.

ARTICLE VI – JOINT UNION-CITY COMMITTEE

6.1 Principles

6.1.1 The parties agree that a Joint Union-City Committee (JUCC) shall be a forum for communication and cooperation to support the joint mission to deliver high quality, cost effective services to PUC and DPW major capital projects.

6.1.2 The parties agree that both parties bring value, talent and the resources necessary to provide excellent public service in furtherance of the CIP's primary objectives.

6.1.3 The parties agree that the JUCC will help further the parties' following mutual interests:

a. To improve our relationship;

b. To provide a supportive, productive, challenging, high-quality work environment in which all employees are treated with dignity and respect and are valued for their individual and team contributions;

c. To ensure gains in efficiency, effectiveness and accountability thereby helping to ensure that the PUC CIP and other capital projects are delivered with the highest quality, on-time and on-budget;

6.1.4 The parties agree that the JUCC is vital to the success of this Agreement and that the primary mission of the JUCC shall be to ensure that this Agreement functions effectively and that disputes are resolved expeditiously in support of the PUC CIP's primary objectives.

6.1.5 The parties incorporate by reference the Agreement between the PUC and the Union dated November 16, 2001 which describes the participants in and scope of the JUCC. The parties further agree to incorporate by reference the Memorandum of Understanding between the PUC and DPW, dated October 9, 2002 which also addresses the JUCC. To the extent inconsistencies exist between either the November 16, 2001 Agreement or the October 9, 2002 MOU and this Agreement, this Agreement shall supercede.

6.2 JUCC Steering Committee

6.2.1 The JUCC shall consist of a steering committee consisting of five representatives selected by the City and five representatives selected by Local 21. Each side may select one alternate.

6.2.2 The JUCC shall be co-chaired by the Assistant General Manager for Infrastructure or designee and the Executive Director of IFPTE, Local 21 or designee.

6.2.3 The JUCC may appoint additional City and Local 21 representatives to staff sub-committees or to participate in JUCC matters as necessary.

6.3 Scope of Issues.

6.3.1 The parties agree that the JUCC shall be an advisory body charged with the following responsibilities:

a. review of CIP and – other major capital projects' core labor issues including staffing, contracting, recognition, working conditions and organizational process improvements;

b. advice and recommendations regarding the meaning, interpretation, or application of this Agreement;

c. advice and recommendations regarding issues which both the City and the Union agree to submit to the JUCC;

d. advice and recommendations regarding necessary specialty assignments as described in Section 5.3.2(d);

e. review of DPW and PUC RFP's and/or RFQ's for Personal Service Contracts for services pertaining to the delivery of major capital projects.

f. advice and recommendations regarding the City's forecasts of capital project workloads and staffing availability.

g. creation, deletion or modification of necessary sub-committees.

6.3.2 The parties acknowledge that the JUCC does not in any way displace the City's UCRC or grievance procedures described in the collective bargaining agreement between the parties.

6.4 Sub-Committees.

6.4.1 The JUCC shall initially include the following sub-committees, subject to change as set forth in Section 6.3.1 (f). The composition and membership of each sub-committee shall be subject to the discretion of the steering committee.

a. Staffing and Contracting

b. Performance Recognition and Incentive Programs

c. Working Conditions

d. Organization and Process Improvement

6.4.2 The "Quality Initiatives Council" (QIC) shall be incorporated into the JUCC. The "Process Improvement Teams" (PIT's) of the QIC shall be reconstituted as subcommittees of the JUCC subject to the provisions of 6.3.1(f) and 6.4.1.

6.5 Meetings. The JUCC Steering Committee and all subcommittees shall meet as required but not less than quarterly except by mutual agreement.

ARTICLE VII – EXPEDITED GRIEVANCE PROCEDURE

7.1 Except where specifically excluded, all disputes between Local 21 and the PUC or DPW covered by this Agreement which cannot be addressed through the JUCC may be submitted by mutual agreement to expedited arbitration as set forth in Article I.E.(10) of the MOU.

7.2 All other disputes involving the application or interpretation of the parties' MOU shall be resolved pursuant to the grievance procedures set forth in Article I.E. of the MOU.

ARTICLE XIII – SAVINGS CLAUSE

8.1 The parties agree that in the event any article, provision, clause sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

8.2 The parties further agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE IX – TERM

9.1 This Agreement shall continue in full force and effect through June 30, 2014.

APPENDIX D: PSC ADDENDUM

WHEREAS, the City and the Union acknowledge the need to reduce the cost of Personal Service Contracts in the City budget, and desire to preserve the employment of City employees;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

1. In any budget proposal for FY 2009-2010, the Mayor will reflect a reduction of the aggregate dollar value of Professional and Specialized Services (including Personal Service Contracts (PSCs)) paid through the General Fund by not less than $25 million and, if practicable, by as much as $30 million relative to the value of such services in FY 2008-2009.

2. The City has recommended to the Board the elimination of the CPI for contracts, materials, and supplies for FY 09-10. (Est. $13.5 million)

3. Through FY 2009-2010, the City agrees to use its best efforts to establish opportunities for individuals on the holdover list for Local 21 classifications to obtain employment in the City's enterprise departments.

4. During FY 2009-2010, the City will subject departmental requests for requisition approval by general fund departments to increased scrutiny. The process, involving the Mayor's Office and the Department of Human Resources, requires submissions of organizational charts and additional justification to obtain approvals. Approvals will be based on criteria including: (i) whether the positions are revenue-generating; (ii) whether they are needed to meet safety-related, legal or contractual requirements; (iii) the extent to which the position affects a core City function; and (iv) the impact of filling the positions on the general fund.

5. The City will meet quarterly with the Union to provide information on its efforts pursuant to paragraph 3, and on all departmental requests and approvals under paragraph 4.

6. The Mayor's Chief of Staff will conduct a review by July 1, 2009 to determine whether the design and construction management work proposed by the Recreation and Park Department at Palega Playground should be performed by the Department of Public Works and to explore possible ways to resolve any future disputes involving the MOU between DPW and Rec and Park. As part of this review, the Chief of Staff shall chair a meeting of representatives of Local 21, DPW and Rec and Park. The Chief of Staff will prepare a document memorializing his determinations. Nothing in this paragraph shall prejudice the Union's right to pursue legal action against the Civil Service Commission with respect to its decision to permit a PSC contract covering the Palega Playground work.

7. The City and Local 21 agree to establish a special joint citywide Labor-Management subcommittee to the PEC joint labor management committee created in section 7a. of this appendix:

   a. Review areas of General Fund and Enterprise PSCs and other city contracts affecting Local 21 members with the goal of ensuring appropriate use of Local 21 represented Civil Service classifications in construction management, inspection, and other work performed by Local 21 represented classifications.

   b. Explore establishing workload forecasting by city departments.

   c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements.

   The Committee will be formed with three representatives from the Union and three from management. Release time is to be provided for work of this Committee.

7a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:

7b. a. Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.

7c. b. Explore establishing workload forecasting by city departments.

7d. c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.

7e. d. Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.

7f. e. The Committee will be comprised of eight (8) members of the Public Employee Committee and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

<u>Update as of July 1, 2012</u>

The joint Labor-Management committee on personal services contracts as described above in paragraph 7 met as agreed and successfully concluded their work early, establishing the attached non-grievable letter of understanding executed on March 28, 2012. Said letter of understanding is attached for informational purposes only and is not subject to the grievance procedures under this Agreement or to interest arbitration. Further, the parties agree that the letter of understanding is not intended to and shall not be interpreted to impinge on matters within the jurisdiction of the Civil Service Commission as specified in Charter Section A8.409-3.

APPENDIX E: 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:

(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.

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 Federation of Professional and Technical Engineers, Local 21, AFL-CIO.

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:

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

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 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.

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

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

c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.

d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the

employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).

f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.

g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

8. RESULTS

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

CONTROLLED SUBSTANCE *	**SCREENING LEVEL**	**CONFIRMATION LEVEL**
Amphetamines	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 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.

14. SAVINGS CLAUSE

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

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

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

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

Employee Name: _____

Department: _____; Division and Work Location: _____

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

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

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

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

1. **SPEECH:**
   ___ Incoherent/Confused
   ___ Slurred

2. **BALANCE:**
   ___ Swaying
   ___ Staggering
   ___ Arms raised for balance
   ___ Reaching for support
   ___ Falling
   ___ Stumbling

3. **AWARENESS:**
   ___ Confused
   ___ Lack of Coordination
   ___ Paranoid
   ___ Cannot Control Machinery/Equipment
   ___ 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.]

4. **APPEARANCE:**
   ___ Red Eyes
   ___ Constricted (small) Pupils
   ___ Dilated (large) Pupils
   ___ Frequent Sniffing

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]

_____

_____

_____

_____

_____

_____

_____

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: _____

SIDELETTER

Health at Home Productivity

The National Association for Home Care and Hospice and the California Association for Health Services at Home provide best practices and guidelines for health at home programs and recommend basing patient visits per day on factors like geography and patient acuity. To better ensure the financial sustainability of the Health at Home program and to be consistent with best practices for providing high-quality care to patients, the Department of Public Health (DPH) and the Union are committed to moving towards such an acuity-based and geography-based model to determine patient visits per day for employees who work in the Health at Home program.

Until a new model is implemented, productivity standards shall continue as follows:

The Productivity Standard for Health at Home is the following (or its equivalent):

Four (4) case manager revisits per day, or
Five (5) non-case manager revisits per day (Carry-calls)

It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:

1. A new referral or new admission is equal to two (2.0) revisits.
2. A re-certification visit is equal to 1.5 revisits.
3. A resumption of care visit is equal to 1.5 revisits.

These standards will expire and will no longer be applicable effective October 1, 2014 or as soon as practicable thereafter should more time be needed to implement a new model and complete impasse procedures, if any. DPH will meet with affected staff to review methods for determining acuity and to solicit recommendations for a new model. Prior to implementation, DPH will provide to Local 21 notice and the opportunity to meet and confer regarding proposed changes to workload and/or impacts that fall within the scope of bargaining. This meet-and-confer shall be subject to the impasse resolution procedures of Charter Section A.8409-4 et seq., and neutral chairperson Katherine Thomson, or another mutually agreed upon arbitrator, will retain jurisdiction of this matter.

AGREEMENT

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

FOR FISCAL YEARS

~~**2012-2013 and 2013-2014**~~ **2014-2015, 2015-2016 and 2016 - 2017**

~~**Revised Per Amendment #2**~~

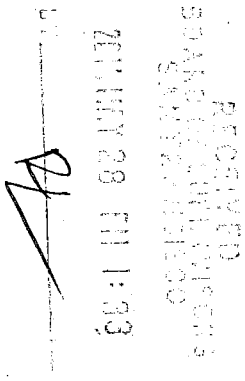

TABLE OF CONTENTS

ARTICLE I: REPRESENTATION 2

I.A. RECOGNITION 2
1. Successor Representation 2
2. Unit Assignment Resolution 2

I.B. NO WORK STOPPAGES 2

I.C. MANAGEMENT RIGHTS 2

I.D. UNION/CITY COMMITTEES 3
1. Union/City Relations Committee 3
2. Internal Placement Committee 3

I.E. GRIEVANCE PROCEDURES 3
1. Definition 4
~~2. *Discipline*~~ 4
2~~3~~. Time Limits 5
3~~4~~. Grievance Description 5
4~~5~~. Steps of the Procedure 6
~~6. Arbitration~~ 7
5a. ~~Disciplinary Suspensions of Fifteen (15) Days or Less~~ **Expedited Arbitration** 7
6~~c~~. **Non-Expedited** *Arbitration* ~~Contract Interpretation/Non-Disciplinary Matters~~ 9
7.~~8.~~ Authority of the Arbitrator 10
8.~~9.~~ Fees and Expenses of Arbitrator 10
9.~~10.~~ Hearing Dates and Date of Award 11

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS 11
1. Official Representatives 11
2. Stewards 12

I.G. UNION LEAVE 13

I.H. UNION SECURITY 13
1. Authorization for Deductions 13
2. Dues Deductions 13
3. Fair Share Agreement 13
4. Implementation 13
5. Service Fee 14
6. Financial Reporting 14
7. Religious Exemption 14
8. Payroll Deduction 15
9. Employee Lists 15

I.I. ~~BULLETIN BOARDS~~ UNION ACCESS 15

I.J. NEW HIRES 16

I.K. DATA 16

I.L. ADDITIONAL DATA 17

ARTICLE II: EMPLOYMENT CONDITIONS 18

II.A. NON-DISCRIMINATION 18

II.B. PROBATIONARY PERIOD 18

II.C. PROFESSIONAL STANDARDS **19**
II.D. REASONABLE ACCOMMODATIONS **19**
II.E. SUBCONTRACTING OF WORK **19**
1. "Prop J." Contracts 19
2. Personal Services Contracts 20
II.F. EMPLOYEE REASSIGNMENTS **21**
II.G. WORKFORCE REDUCTION **21**
1. Obligation to Meet & Confer on Employee Workloads 21
2. Advance Notice of Pending Layoffs 21
3. Layoff Procedures 22
II.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES **22**
II.I. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION **22**
II.J. TRAVEL REIMBURSEMENT **22**
1. Municipal Railway 22
2. Automobile Allowances 23
3. Mileage Allowance 24
4. Reimbursement of Required Business-Related Travel Expenses 24
II.K. PARKING PLACARDS FOR CALIFORNIA CHILDREN SERVICES REHABILITATION PROFESSIONALS **24**
II.L. PARKING FACILITIES **24**
~~**II.M. OUT-OF-AREA AUDITS - PERSONAL PROPERTY AUDITORS**~~ **25**
~~**II.N. MEAL ALLOWANCE**~~ **25**
~~**II.O. TRAVEL PAY**~~ **25**
II.PM. CELL PHONE USAGE FOR ~~HOME HEALTH~~ REHABILITATION PROFESSIONALS **25**
II.QN. PERSONNEL FILES **26**
II.O. DISCIPLINE **27**
II.RP. PUC/CIP "PROJECT LABOR AGREEMENT" **27**
II.SQ. SUBSTANCE ABUSE PREVENTION POLICY **27**

ARTICLE III: PAY, HOURS AND BENEFITS **28**

III.A. WAGES **28**
III.B. ADDITIONAL COMPENSATION **28**
1. Wage Corrections, Adjustments, and Studies 28
2. Acting Assignment Pay 33
3. Acting Assignment Exceptions 33
4. Supervisory Differential Adjustment 33
5. Lead Person Pay 35
6. PUC/CIP Planning Function Assignment Pay 35
7. Supervisory Differential for Classification 2924 Medical Social Work Supervisor 35
8. Licensed Civil/Structural Engineers 36
9. Certificate of Competency 36
10. Bilingual Premium 36
11. Advanced Appraiser Certification Premium 36

12. Certified Hand Therapist Premium 37
13. EEO Premium 37
14. Legislative Assistant Premium 37
15. Housing Inspector Certification Premium 38
16. OSHPD Premium 38
17. Public Safety Communication Coordinator Premium 38
18. Purchasing Manager Certification Premium 38
19. ~~Salary Credits (Deferred Compensation)~~ 39
20. Standby Pay 40
21. Call Back 41
22. Night Duty 41
23. County Surveyor Premium 41
24. Underwater Diver Pay 42
25. MTA Performance/Attendance Incentive Pay 42
26. Extended Ranges 42

III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT 44

1. Promotive Appointment in a Higher Class 44
2. Non-promotive Appointment 45
3. Appointment Above Entrance Rate 45
4. Reappointment Within Six Months 45
5. Compensation Adjustments 45
6. Compensation Upon Transfer or Reemployment 47

III.D. METHODS OF CALCULATION 48

1. Monthly 48
2. Bi-Weekly 48
3. Per Diem or Hourly 48
4. Weekly 48
5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly 48
6. Daily Rates for Monthly and Bi-Weekly 48
7. Conversion to Bi-Weekly Rates 49

III.E. SENIORITY INCREMENTS 49

1. Advancement Through Salary Steps 49
2. Date Increment Due 49
3. Schedule of Salary Increments 49
4. Exceptions 50

III.F. WORK SCHEDULES 51

1. Regular Work Schedules 51
2. Flexible Work Schedule 52
3. Alternate Work Schedule 52
4. Voluntary Reduced Work Week 52
5. Voluntary Time Off Program ("VTOP") 53
6. General Provisions 53
7. Restrictions on Use of Paid Time Off while on Voluntary Time Off 53
8. Duration and Revocation of Voluntary Unpaid Time Off 53
9. Notice of Change in Work Schedule 53

III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME **53**
1. Non-Z Designated Classifications: 54
3. Part-Time Employees 56
III.H. FAIR LABOR STANDARDS ACT **56**
III.I. HOLIDAYS **57**
1. Holiday Compensation for Time Worked 58
2. Holidays for Employees on Work Schedules Other Than Monday Through Friday ... 59
3. Holiday Pay for Employees Laid Off 59
4. Employees Not Eligible for Holiday Compensation 59
6. Holiday Compensation for Employees Working Alternative Work Schedules 60
7. Z Employees 60
III. J. VACATION **60**
1. Definitions 60
2. Award and Accrual of Vacation 60
III.K. TIME OFF FOR VOTING **61**
III.L. PROVISIONAL EMPLOYEES **61**
III.M. PER-DIEM REHABILITATION PROFESSIONALS **62**
III.N. HEALTH AND WELFARE AND DENTAL INSURANCE **62**
1. City Contribution 62
2. Dental Benefits 65
3. Benefits While on Unpaid Leave 65
4. Hetch Hetchy Stipend 66
5. Life Insurance 66
III.O. RETIREMENT **66**
1. Retirement Payments 66
2. Retirement Restoration Payment 66
3. Quarterly Report and Annual Meeting 67
4. Safety Retirement 67
5. Release Time for Pre-Retirement Planning Seminars 68
6. Miscellaneous Retirement Improvement 68
III.P. STATE DISABILITY INSURANCE (SDI) **68**
III.Q. WORKERS' COMPENSATION LEAVE **69**
III.R. LONG TERM DISABILITY **70**
III.S. RETURN TO WORK **70**
III.T. SICK LEAVE **71**
III.U. PARENTAL RELEASE TIME **71**
III.V. LIABILITY **72**
III.W. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM **72**

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES **73**

IV.A. EMPLOYEE DEVELOPMENT FUND **73**
IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS **74**
IV.C. PROFESSIONAL ASSOCIATION MEETINGS **75**
IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS **75**

IV.E. EDUCATIONAL PROGRAMS 75
IV.F. EMPLOYEE SUGGESTION PROGRAM 75
IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS 75
IV.H. GENERAL TRAINING 76

ARTICLE V: WORKING CONDITIONS 77

V.A. HEALTH AND SAFETY 77
V.B. ASSAULT DATA 78
V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS 78
1. Eye Examinations 78
2. Breaks 78
3. Physical Plant 78
4. Inspection of Machines 79
5. Pregnancy 79

V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS 79
V.E. PROTECTIVE CLOTHING 80
V.F. COMFORT STANDARDS 80
V.G. UNIFORM ALLOWANCE 80
V.H. UNIFORM ALLOWANCE (COMPUTER OPERATORS) 81
V.I. REIMBURSEMENT OF PERSONAL EXPENSES 81
V.J. FINGERPRINTING 81
V.K. TELECOMMUTING 81
V.L. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS 82
V.M. PAPERLESS PAY POLICY 82
~~**V.M. PRODUCTIVITY STANDARDS**~~ 82

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT 84

VI.A. SCOPE OF AGREEMENT 84
VI.B. SAVINGS CLAUSE 84
VI.C. AMENDMENT OR MODIFICATION 85
VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER PROCESS 85

APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS A-1

APPENDIX B: SCHEDULES OF COMPENSATION B-1

APPENDIX C: CIP ADDENDUM C-1

~~**APPENDIX D: CIVIL SERVICE RULES & GLOSSARY, LEAVES OF ABSENCE PROVISION**~~ D-1

APPENDIX D: PSC ADDENDUM D-1

APPENDIX E: SUBSTANCE ABUSE PREVENTION POLICY **E-1**

SIDELETTER **S-1**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO-CLC (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

ARTICLE I: REPRESENTATION

I.A. RECOGNITION

1. The City recognizes the Union as the exclusive bargaining representative for all employees of the City in those units listed **in** Appendix "A" of this Agreement. The terms and conditions of this Agreement shall also be automatically applicable to any classification for which the Union has become appropriately recognized during the term of this Agreement.

1. Successor Representation

2. The City agrees to recognize the Union as the collective bargaining representative of any classification that constitutes a successor classification to a classification that the Union currently represents. Subject to applicable appellate review procedures, the Department of Human Resources shall make the final determination when there is a question as to whether or not a new classification is a successor class.

2. Unit Assignment Resolution

3. For any classifications assigned to bargaining units represented by Local 21 as a result of the settlement of the unit assignment dispute between the City, Local 21 and MEA, the City agrees to meet and confer with Local 21 over subjects within the scope of bargaining and covered by Charter Section A8.409. Any issues that are not resolved through the meet and confer process shall be resolved through arbitration. Any economic benefits shall be implemented at the start of the succeeding fiscal year.

4. The City makes no commitment or promise of wage or benefit improvement with regard to such negotiations.

I.B. NO WORK STOPPAGES

5. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown or work stoppage. It shall not be a violation of this Agreement for an employee to honor a primary picket line sanctioned by the Central Labor Council or the Building and Construction Trades Council; provided however, that an employee shall first notify an appropriate supervisor of the employee's intended actions. Provided further that nothing in this Section shall limit the City's right to enforce the provisions of Section 8.346 of the Charter.

I.C. MANAGEMENT RIGHTS

6. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.

7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.D. UNION/CITY COMMITTEES

1. Union/City Relations Committee

8. The parties have established a Union/City Relations Committee with equal representation from both the City and the Union.

9. The Union/City Relations Committee shall meet at a minimum on a quarterly basis, and in addition, as needed to address matters the parties agree are of mutual concern which arise during the course of this Agreement. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.

10. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

a. For the term of this Agreement, there shall be a sub-committee established to discuss the City's use of bargaining unit members who are exempt from Civil Service pursuant to Charter Sections 10.104-16, 10.104-17, and 10.104-18. The sub-committee will examine the use of such positions and the reasons for such use. The Union acknowledges that appointments are a Civil Service carve-out under Charter Section A8.409-3, and not subject to the grievance procedure.

11. In Fiscal Years 2012-2013 and 2013-2014, the Union/City Relations Committee shall also discuss any ongoing issues related to the City's Personal Services Contracts database, and options for addressing the safety of represented employees at the worksite and in surrounding neighborhoods.

2. Internal Placement Committee

12. A joint DHR/Local 21 committee created in 2003-04 shall continue for the duration of this Agreement and shall meet monthly, or as otherwise agreed to by the parties, to review scheduled and anticipated displacements and to review reappointment and alternative internal placement plans and options.

I.E. GRIEVANCE PROCEDURES

13. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

14. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement, or divisional, departmental or City rules, policies or procedures subject to the scope of bargaining as set forth in Section VI.A. of this Agreement.

15. A grievance does not include the following:

16. a. All civil service rules excluded pursuant to Section VI.A.

17. b. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the performance evaluation except by mutual agreement.

18. c. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Union representation at said conference.

19. d. Written reprimands **or oral reprimands which are reduced to writing and placed in the employee's personnel file,** provided however, that employees shall be entitled to append a written rebuttal to any written reprimand or oral reprimand which is reduced to writing and placed in the employee's personnel file. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand, **unless extended by mutual agreement**.

~~*2. Discipline*~~

~~*20. a. The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.*~~

~~*21. b. Suspensions, disciplinary demotions and discharges of non-probationary*~~

~~*permanent, temporary civil service and provisional employees, who have served the equivalent of a probationary period, shall be subject to the following procedure:*~~

~~*22.*~~ ~~*1) The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.*~~

~~*23.*~~ ~~*2) The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.*~~

~~*24.*~~ ~~*3) The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.*~~

2~~3~~. Time Limits

25. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. A "working day" is defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco.

26. If the Union fails to file a written grievance appeal within the specified timelines at any step of the appropriate grievance procedure, the grievance shall be considered withdrawn.

27. If the City fails to respond to a grievance within the specified timelines at any step of the appropriate grievance procedure, the Union may move the grievance to the next step. Should the Union fail to advance the grievance to the next step within ninety (90) days of the City's failure to respond within the specified applicable timeline, the grievance shall be considered withdrawn.

3~~4~~. Grievance Description

28. The Union and City agree that all grievances will be filed listing the following information:

29. a. The basis and date of the grievance as known at the time of submission;

30. b. The section(s) of the contract which the Union believes has been violated; and

31. c. The remedy or solution being sought by the Grievant and/or Union.

~~4~~5. Steps of the Procedure

32. A grievance regarding a dispute over contract interpretation shall be filed at the lowest step in the grievance procedure in which the City's representative would have the authority to make a final and binding resolution of the grievance, provided, however, that a grievance may not be filed at a Step higher than Step 2, except by mutual agreement of the parties. In the event a grievance is filed at a Step in the grievance procedure which the City deems inappropriate, the City's representative with whom the grievance was filed shall remand the grievance to the appropriate Step.

~~*33. A grievance arising from a final disciplinary decision, as defined herein, shall be initiated at Step 3 of this grievance procedure. Such grievance may only be filed by the Union. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and issue a final City decision no later than fifteen (15) working days following receipt of the appeal. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of the final City decision.*~~

34. Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) working days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have a Union representative present.

35. If the grievance is not resolved within five (5) working days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor. The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

36. The immediate supervisor shall respond in writing within seven (7) working days following receipt of the written grievance.

37. Step 2: A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the Appointing Officer, in writing, within seven (7) working days of receipt of the Step 1 answer. The Appointing Officer may convene a meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union representative. The Appointing Officer shall respond in writing within fifteen (15) working days of the hearing or receipt of the grievance, whichever is later.

38. Step 3: ~~If~~ **For contract interpretation disputes, if** the Union is dissatisfied with the Appointing Officer's response at Step 2, the Union may appeal to the Director, Employee Relations, in writing, within fifteen (15) working days of

receipt of the Step 2 answer. The Director may convene a grievance meeting within ten (10) working days of the appeal with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within ten (10) working days of the meeting or, if none is held, within ten (10) working days of receipt of the appeal.

39. *A grievance arising from a final disciplinary decision, as defined ~~herein~~* ***in Section II.O.****, shall be initiated at Step 3 of this grievance procedure. Such grievance may only be filed by the Union. An appeal will be timely if received or postmarked within fifteen (15) working days of the issuance of the Departmental decision. The Director, ERD, shall review the appeal and ~~issue a final City decision~~* **respond** *no later than fifteen (15) working days following receipt of the appeal. If the ~~decision~~* **response** *of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) working days following issuance of ~~the final City decision~~* **ERD's response**.

~~6. Arbitration~~

40. **Arbitration:** If the Union is dissatisfied with the Step 3 answer it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) working days of the 3rd Step decision that arbitration is being invoked.

~~41. *If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a decision based on the information presented at the hearing.*~~

5a. ~~Disciplinary Suspensions of Fifteen (15) Days or Less~~ **Expedited Arbitration**

42. Grievances of disciplinary suspensions of fifteen (15) days or less, ~~and~~ **grievances regarding Acting Assignment Pay pursuant to Sections III.B.2 and III.B.3, and grievances regarding denial of a step increase pursuant to Section III.E.4.b shall be resolved through an expedited arbitration process.** ~~grievances~~ **Grievances** of contract interpretation where the remedy requested would not require approval by the Board of Supervisors~~,~~ shall **also** be resolved through an expedited arbitration process; however, ~~by mutual agreement, the parties~~ **either party** may move such matters out of the expedited process to regular arbitration described in Section ~~c.~~ **6.** below. By written mutual agreement, the parties may submit any other grievance to this expedited arbitration process.

43. 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 (12) months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process.

44. The arbitrator shall hear three (3) grievances for each scheduled day of hearings. Each grievance will have a two (2) hour time limit. The arbitrator will make every effort to issue bench decisions. Written summary awards will follow up bench decisions. Decisions of an arbitrator in these proceedings shall be final and binding and shall not constitute precedent in any other cases.

45. ~~Advocates:~~ The parties shall not be represented by counsel at these proceedings.

46. The parties ~~agree~~ **will** not ~~to~~ utilize court reporters**,** ~~or~~ electronic transcription**, or**~~.~~ ~~The parties further agree not to utilize~~ post-hearing briefs.

~~b. Disciplinary Suspensions of Greater than Fifteen (15) Days and Terminations~~

~~47. The parties agree that grievances of terminations and disciplinary suspensions of greater than fifteen (15) days shall be timely resolved through the arbitration process described in paragraphs 47 through 52. *The parties share a desire to create an appeals process* that *offers timely resolution of appeals of suspensions of more than 15 days and terminations* within 90 days of the Union's request for arbitration. By written mutual agreement, the parties may move such matters out of this arbitration process to regular arbitration or expedited arbitration as provided herein. By written mutual agreement, the parties may submit any other grievances to the arbitration process described in paragraphs 47 through 52.~~

~~48. The arbitration shall be conducted before an arbitrator from the permanent Arbitrator Panel described in paragraphs 59 through 61, as follows:~~

~~49. *The parties agree to use their best efforts to arbitrate grievances appealing terminations and suspensions of greater than fifteen (15) days within ninety (90) calendar days of* the *Union's written request to arbitrate.* To that end, such termination and discipline cases submitted to arbitration by the Union shall be heard at the next prescheduled hearing date that is no more than sixty (60) calendar days after receipt of the Union's written request to arbitrate.~~

~~50. By written mutual agreement, the parties may postpone a scheduled arbitration date and the matter may either be heard by the same arbitrator and scheduled on his/her next available date, or be scheduled for the next prescheduled hearing date. Once an arbitrator has been scheduled, the arbitrator retains authority to grant postponement of a scheduled arbitration upon a showing of good cause by either party.~~

~~51. i. The parties agree to pre-schedule each arbitrator for two (2) dates each calendar year. These two (2) dates shall be scheduled close in proximity to provide continuity for hearings that require more than one (1) day. The parties agree to schedule these hearing dates as closely as possible to the first week of the following months: February, May, August and November.~~

~~52. ii. In determining the order of the scheduled arbitrators, the parties shall request two (2) hearing dates from each arbitrator for the following year, requesting adherence to the schedule in the previous paragraph. The arbitrators shall be scheduled based upon their availability. In the event that more than one arbitrator indicates availability for an arbitration date, the order of the arbitrators shall be determined by the arbitrator's last name, in alphabetical order on a rolling basis.~~

6~~e~~. **Non-Expedited** *Arbitration* ~~Contract Interpretation/Non-Disciplinary Matters~~

53. *The parties share a desire to create an appeals process that offers timely resolution of appeals of suspensions of more than 15 days and terminations. The parties agree to use their best efforts to arbitrate grievances appealing terminations and suspensions of greater than fifteen (15) days within ninety (90) calendar days of the Union's written request to arbitrate.*

54. When a **grievance** ~~contract interpretation/non-disciplinary matter~~ is appealed to arbitration, the parties shall ~~first~~ attempt to mutually agree on an arbitrator listed in paragraphs 59 through 60 below. In the event no agreement is reached within five (5) working days the arbitrator shall be selected from the permanent panel in accordance with the following procedure:

55. **a.**~~1.)~~ Arbitrators shall be listed in alphabetical order. The case shall be assigned to the next arbitrator listed in alphabetical order, provided however that each party shall be entitled to one strike.

56. **b.**~~2.)~~ The arbitrator next in order following any strike options exercised by the parties shall be designated to hear the case.

57. **c.**~~3.)~~ In the event that either party strikes an arbitrator's name from the list in accordance with this section, the struck arbitrator's name shall be placed at the bottom of the list. Once struck, the same party may not again strike that arbitrator's name until that arbitrator has been selected.

58. Except for the expedited procedure described above, hearings shall be scheduled within thirty (30) working days of selection of an arbitrator.

d.~~7.~~ Selection of the Arbitrator

59. **1.**~~a.~~ The parties have established the following list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement:

Fred D'Orazio
Matt Goldberg
Katherine ~~Thompson~~ **Thomson**

Carol Vendrillo
Barry Winograd
Andria Knapp
Catherine Harris

60. This list of arbitrators shall be in effect until the expiration of this Agreement ~~on June 30, 2014~~, unless extended by mutual agreement.

61. **2.**~~b.~~ In the event that the parties mutually agree to remove an arbitrator, or an arbitrator becomes unavailable to serve on the panel, the parties shall attempt to agree on a replacement arbitrator. If the parties cannot reach mutual agreement on a replacement arbitrator within ten (10) working days of their initial discussions, the parties shall jointly request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service ("CSMCS"). Each party shall select four (4) arbitrators from that list; the one arbitrator in common shall serve as the replacement, unless the parties mutually agree otherwise. If there are two (2) or more arbitrators in common, then the parties shall toss a coin to determine the replacement arbitrator. If there are more than two (2) arbitrators in common, then the parties shall alternately strike names until one (1) arbitrator remains; the decision of which party will strike first shall be determined by a coin toss.

7.~~8.~~ Authority of the Arbitrator

62. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

63. Any claim for monetary relief shall not extend more than twenty (20) working days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

8.~~9.~~ Fees and Expenses of Arbitrator

64. Except as noted below, the fees and expenses of the Arbitrator shall be shared equally by the parties.

65. In the event that an arbitration hearing is cancelled, resulting in a cancellation fee, the party requesting or causing the cancellation shall bear the full cost of the fee imposed by the arbitrator, unless a mutually agreed upon alternative is established.

66. The parties shall use a court reporter **for non-expedited arbitrations**, unless they mutually agree otherwise. The parties shall share all fees and expenses for the court reporter's services and transcripts. If a court reporter is utilized for the hearing, the parties can agree in advance to require that the reporter submit the hearing transcript to the parties and arbitrator within five (5) working days of the close of the hearing.

9.~~10.~~ Hearing Dates and Date of Award

67. *If either party fails to appear for a scheduled arbitration hearing that has not been cancelled, the other party will present their case and the arbitrator will issue a decision based on the information presented at the hearing.*

68. Closing briefs will be due to the arbitrator within thirty (30) calendar days of the close of the hearing or receipt of transcript, whichever is later. Either party may choose to make a closing oral argument in lieu of a written brief.

69. ~~Awards shall be due within thirty (30) working days following the receipt of closing arguments.~~ Any written decision from the arbitrator will be due within ~~forty-five (45) calendar~~ **thirty (30) working** days of receipt of the parties' briefs or the close of oral argument, whichever is later. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall confirm their willingness to abide by these time limits

70. By the parties' mutual agreement, the arbitrator may issue a bench decision on the record stating the arbitrator's award and the reasons therefore.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

71. **For purposes of negotiating a successor collective bargaining agreement,** ~~T~~the Union may select up to **thirty-two (32) members to serve** *during the employee's regular duty or work hours without loss of compensation.* ~~the numbers of employees identified in the groupings below~~ **fF**or purposes of meeting and conferring with the City, ~~*during the employee's regular duty or work hours without loss of compensation,*~~ on matters within the scope of representation **during the term of the agreement, the Union may select up to five (5) members to serve during the employee's regular duty or work hours without loss of compensation**. If a situation should arise where the Union believes that more than five (5) employee members should be present at such meetings, and the City disagrees, the Union shall take the matter up 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. ~~The selection of such employee members or substitutions, or replacements thereof, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:~~

~~69. a. The Union may select employee members from the following groupings in the numbers indicated:~~

~~Planning, Design & Construction 32 representatives~~

~~Administrative/Financial 20 representatives~~

~~Health (Admin. & Patient Care) 8 representatives~~

~~Laboratory & Related 4 representatives~~

72. a~~b~~. 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.

73. b~~e~~. No selected employee member shall leave the duty or work station, or assignment without specific approval of the appropriate Employer representative.

74. c~~d~~. 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

75. The Union shall furnish the City with an accurate list of stewards and alternate stewards in designated or professional series units. The Union may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by the Union, none will be recognized for that area or shift.

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

77. Upon notification of an appropriate management person, stewards or designated officers of the Union subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that steward release time will be equitably distributed.

78. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a City departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

79. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.

80. Stewards shall orient new employees on matters concerning employee rights under the provisions of the Agreement.

I.G. UNION LEAVE

81. Pursuant to the guidelines of the Civil Service Commission, leave without pay for a reasonable term for up to a reasonable number of employees shall be granted upon ten (10) days advance written notice.

I.H. UNION SECURITY

1. Authorization for Deductions

82. The City shall deduct Union dues, initiation fees, premiums for insurance programs, political action fund contributions, and any special membership assessments from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

83. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Avenue, 8th Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

3. Fair Share Agreement

84. Application: Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

4. Implementation

An agency shop shall be implemented within representation units or subunits when:

85. a. Election: The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor agency shop, or

86. b. 2/3 Membership: The Union makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Union, or

87. c. New Employees: The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

5. Service Fee

88. For the term of this Agreement, all current and future employees of the City as described in Section I.H. above, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall 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 service fee payment shall be established annually by the Union, provided that such service fee will be used by the Union only for the purposes permitted by law.

6. Financial Reporting

89. Annually, and in accordance with its legal obligations, the Union will provide an explanation of the fee and sufficient financial information to enable the fair share 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 and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

7. Religious Exemption

90. Any employee of the City in a classification described in **Section I.H.3. above** ~~paragraph 84 hereof~~, 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 shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee in accordance with law. **Any such employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to one of the following non-religious tax-exempt charities of the employee's choice: the United Way, the American Red Cross, or the San Francisco Food Bank.** The Union shall be informed in writing of any such requests.

8. Payroll Deduction

91. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in Section I.H. and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section I.H. thereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over to the Union all sums withheld for membership or service fees.

9. Employee Lists

92. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

93. 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.

94. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in *Hudson*.

I.I. ~~BULLETIN BOARDS~~ UNION ACCESS

95. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

95.a. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by a department and the Union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.

95.b. **Union representatives shall also have reasonable access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.**

95.c. **Union representatives must identify themselves upon arrival at a City department. Union representatives may use department meeting space with a reasonable amount of notice, subject to availability.**

95.d. **In work units where the work is of a confidential nature and in which the department requires it of other non-employees, a department may require that Union representatives be escorted by a department representative when in areas where said confidential work is taking place.**

95.e. **Nothing herein is intended to disturb existing written departmental union access policies. Further, departments may implement additional rules and regulations after meeting and conferring with the Union.**

I.J. NEW HIRES

96. The City agrees to provide the Union with the names and classifications of newly hired employees. During the initial processing, the City will provide new employees in those units listed in Appendix A with a Union-provided packet of information regarding the Union and fees and dues arrangement. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee. The City may advise new employees that the packet is being provided as part of an agreement with the Union, and that the City is neither aware of nor endorses the content of the packet.

I.K. DATA

97. The City will provide the Union the following data, by representation unit, for each employee on a monthly basis within legal and reasonable administrative constraints.

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

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

I.L. ADDITIONAL DATA

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

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

100. 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, marital status, 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 as prohibited by State or Federal law. The City shall expedite the handling of complaints of sexual harassment pursuant to Rule 103.3 of the Civil Service Rules and Section 16.9-25 of the Administrative Code.

101. 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.

102. Claims of discrimination shall be adjusted in accordance with prevailing legal standards regarding elements and burdens of proof applicable to the discrimination being claimed.

103. An employee, group of employees, or Union may elect to process a complaint of discrimination or sexual harassment through either the grievance and arbitration procedures of this Agreement or through the applicable Civil Service Rules, the City Administrative Code, federal or state law. If the employee, group of employees or Union elects to pursue remedies for discrimination or sexual harassment complaints outside of the grievance and arbitration procedures of this Agreement, this election shall constitute a complete waiver of the right to pursue that complaint through the grievance and arbitration process.

II.B. PROBATIONARY PERIOD

104. As defined and administered by the Civil Service Commission, the initial probationary period for new employees in all classifications represented by Local 21 shall be twelve (12) months of service. The probationary period for an employee appointed to a promotive position (i.e., a position in any class the salary grade for which is higher than the salary grade of the employee's permanent class) shall be six (6) months of service.

105. The probationary period for all other appointments, as defined and administered by the Civil Service Commission, shall be three (3) months of service. If the employee is being returned to duty in the same department from which he/she was laid off, he/she

shall serve the remainder of any probationary period as set forth in Civil Service Rule 112.30.3.

106. A probationary period may be extended for up to one (1) year by mutual agreement, in writing, between the employee and the Appointing Officer. The City shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

II.C. PROFESSIONAL STANDARDS

107. An employee who believes that he/she will suffer adverse action for refusing to perform duties or being required to perform duties in a manner inconsistent with professional ethics may request a meeting with the Appointing Officer (or designee) to address such concerns. "Professional Ethics" as used in this provision refers to a standard of professional ethics published by a professional association or recognized as a standard in the field or industry in which the employee works or codified in State Law.

II.D. REASONABLE ACCOMMODATIONS

108. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties covered by these Acts. The City reserves the right to take any action necessary to comply therewith.

II.E. SUBCONTRACTING OF WORK

1. <u>"Prop J." Contracts</u>

109. The City agrees to notify the Union no later than the date a department files "Prop J" legislation with the Clerk of the Board.

110. 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. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,

a. possible alternatives to contracting or subcontracting;
b. questions regarding current and intended levels of service;
c. questions regarding the Controller's certification pursuant to Charter Sections 8.300-1 — 10.104.15;

d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
e. questions relating to the effect on individual worker productivity by providing labor saving devices.

111. 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

112. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the submission of a personal services contract ("PSC") request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any PSC(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

113. 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. 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.

114. 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 113.

115. The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed PSCs are calendared for consideration, where such services could potentially be performed by represented classifications.

116. The parties acknowledge existing policies and procedures which place restrictions on the use of personal services contracts for work that could potentially be performed by represented classifications.

117. The City and Local 21 expressly reserve their rights with regard to the parties' contentions over whether such policies and procedures are or are not within the scope of bargaining under Charter Section A8.409. Nothing in this or the preceding

paragraph shall be deemed a waiver by either party of its position on those contentions.

II.F. EMPLOYEE REASSIGNMENTS

118. 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 five (5) working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

II.G. WORKFORCE REDUCTION

1. Obligation to Meet & Confer on Employee Workloads

119. 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.

120. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.

121. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.

2. Advance Notice of Pending Layoffs

122. 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 sixty (60) calendar days prior to the effective date of the layoff. Such sixty (60) 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.

123. ~~Through Fiscal Years 2012-2013 and 2013-2014, t~~The City will provide ten (10) business days' notice to employees who are subject to displacement due to layoff. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

3. Layoff Procedures

124. Layoffs shall be administered pursuant as follows: 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.H. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

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

126. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking floating holidays as described in paragraphs 392 and 393 of the parties' 2006-2012 Agreement, such work will be offered to holdovers in such represented classifications.

II.I. CREDIT FOR TIME SERVED IN TEMPORARY POSITION WHILE ON LAYOFF FROM PERMANENT POSITION

127. An employee who has completed probation in a permanent position and who:

1. is "laid off" from said position;
2. is immediately and continuously employed in another classification with the City, either permanent or temporary; and
3. is thereafter permanently re-employed in his/her former classification without a break in service;
4. shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

II.J. TRAVEL REIMBURSEMENT

1. Municipal Railway

128. An employee who travels on the Municipal Railway for City business shall be reimbursed for such travel.

2. Automobile Allowances

129. 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.

130. a. Employees in the following classes only shall receive an auto allowance of $40.00 per month and be eligible for a mileage allowance in accordance with the IRS allowance:

4220 Personal Property Auditor
4222 Senior Personal Property Auditor
4224 Principal Personal Property Auditor
4225 Assistant Chief Personal Property Auditor
6270 Housing Inspector
6272 Senior Housing Inspector
2542 Speech Pathologist*
2548 Occupational Therapist*
2550 Senior Occupational Therapist*
2555 Physical Therapist Assistant*
2556 Physical Therapist*
2558 Senior Physical Therapist*

* Applies only to Home Health Care Rehabilitation Professionals **and California Children's Services**.

131. b. Employees in the following classes now use cars provided by the City; however, individual employees in these classes will receive auto allowance and mileage reimbursement in accordance with subsection (2) a. above if said individual employee has not been supplied with a City automobile and is still required to drive his/her own personal vehicle as provided for above:

6230 Street Inspector
6231 Senior Street Inspector
6232 Street Inspection Supervisor
6272 Senior Housing Inspector
6318 Construction Inspector

132. c. Employees in the following classes only shall receive auto allowance of $100.00 per month and be eligible for a mileage allowance of eight (8) cents per mile:

4260 Real Property Appraiser Trainee
4261 Real Property Appraiser
4265 Senior Real Property Appraiser
4267 Principal Real Property Appraiser

3. Mileage Allowance

133. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the Appointing Officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate in accordance with the IRS allowance and for all necessary toll expenses.

134. Subject to review and approval by the Controller's Office, additional classes may be considered for eligibility for the Auto Allowance under Section 2 of this Article by the Union/City Relations Committee (UCRC).

4. Reimbursement of Required Business-Related Travel Expenses

135. Represented employees who are required by the Appointing Officer or designee to engage in business-related travel shall be eligible for reimbursement of such eligible travel-related expenses consistent with the rates established in the Controller's Office's Business Travel Reimbursement Guidelines.

II.K. PARKING PLACARDS FOR CALIFORNIA CHILDREN SERVICES REHABILITATION PROFESSIONALS

136. The Department of Public Health shall make ~~in Fiscal Years 2012-2013 and 2013-2014 only,~~ **for the term of the agreement only, at least** two (2) parking placards to be shared by California Children Services Rehabilitation Professional employees in the following classes who are required by the Department of Public Health to use their personal car in the course of their work to provide patient care at the patient's home or in the community:

2548 Occupational Therapist
2550 Senior Occupational Therapist
2555 Physical Therapist Assistant
2556 Physical Therapist
2558 Senior Physical Therapist

II.L. PARKING FACILITIES

137. When an employee is required to use his/her personal automobile for City business he/she will be reimbursed for parking fees.

138. Parking fees for represented employees will be set and applied in accordance with Administrative Code Section 4.24.

~~**II.M. OUT-OF-AREA AUDITS - PERSONAL PROPERTY AUDITORS**~~

~~139. Personal Property Auditors while performing audits outside the nine (9) Bay Counties shall receive, in addition to any other authorized reimbursements, $20.00 per day for miscellaneous expenses. Employees receiving this payment shall not otherwise be reimbursed for tips and transportation related expenses such as taxi fares and highway and bridge tolls unless the expense for an individual item is supported by a receipt in an amount in excess of $5.00.~~

~~**II.N. MEAL ALLOWANCE**~~

~~140. Personal Property Auditors required to travel to and stay overnight in large metropolitan areas such as New York, Chicago, Los Angeles, Boston, etc. while attending to City business, shall be entitled to a meal allowance of either $50.00 per day or the travel per diem rate identified in the Controller's Office travel policy memorandum, whichever is greater.~~

~~**II.O. TRAVEL PAY**~~

~~141. No later than the first pay period after September 1, 2012, active represented employees who received Travel Pay in Fiscal Year 2011-2012 pursuant to paragraph 148 of the parties' 2006-2012 Agreement shall receive a one-time lump sum payment equal to the amount of Travel Pay they received in Fiscal Year 2011-2012.~~

II.~~P~~M. CELL PHONE USAGE FOR ~~HOME HEALTH~~ REHABILITATION PROFESSIONALS

142. The City **will** ~~agrees to~~ provide ~~an adequate number (a minimum of 10) of cellular~~ **no fewer than ten cell** phones to **Rehabilitation Professionals who work in** ~~the~~ Home Health ~~Rehabilitation Professionals~~ **or California Children Services**. In the event a City cellular phone is not available, the City agrees to pay for the cost of business related calls made by the Rehabilitation Professional on his/her cellular phone. Employees shall be required to provide evidence of expenditure to the department in order to receive reimbursement.

II.~~Q~~N. PERSONNEL FILES

143. 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.

144. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

145. With the 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 request.

146. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days. All material in the file must be signed and dated by the author.

147. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.

148. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior disciplinary action.

149. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

II.O. DISCIPLINE

149.a. *The City shall have the right to discipline any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period for just cause. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion.*

149.b. *Suspensions, disciplinary demotions and discharges of non-probationary permanent, temporary civil service and provisional employees, who have served the equivalent of a probationary period, shall be subject to the following procedure:*

a. *The employee shall receive written notice of the recommended disciplinary action, including the reasons and supporting documentation, if any, for the recommendation.*

b. *The employee and any representative shall be afforded a reasonable amount of time to respond orally or in writing to the management official designated by the City to consider the reply.*

c. *The employee shall be notified in writing of the decision ~~based upon the information contained in the written notification, the employee's statements, and any further investigation occasioned by the employee's statements~~. The employee's representative shall receive a copy of this decision.*

II.~~R~~P. PUC/CIP "PROJECT LABOR AGREEMENT"

150. The parties agree that timely and successful implementation of the PUC's Capital Improvement Plan (CIP) projects is among their highest priorities, and that changes in the terms and conditions of employment set forth in this Agreement that are unique to CIP projects may facilitate the achievement of their mutual goal. The parties therefore agree that the Capital Improvement Plan Projects Addendum to this Agreement, incorporated herein as Appendix C for reference, shall be extended to June 30, 2014.

151. Regarding CIP Projects, the parties agree to meet and confer over all matters within the mandatory scope of bargaining, and any other matters which they mutually agree to discuss.

II.SQ. SUBSTANCE ABUSE PREVENTION POLICY

152. Attached as Appendix F 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 Carol Vendrillo~~,~~ shall be retained by the parties for that arbitration proceeding.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

153. The wage rates for the employees covered by this agreement shall be rounded to the nearest salary grade. The Human Resources Department will prepare a salary grade to reflect the appropriate compensation for each classification covered by this Agreement as of ~~July 1, 2012~~ **July 1, 2014** no later than ~~September 30, 2012~~ **September 30, 2014**. The Agreement shall be administratively amended to include the salary grade and shall be attached to the Agreement as Appendix B, with notice to the Union.

154. Represented employees will receive the following base wage increases:

~~Effective July 1, 2013: 1%~~

~~Effective January 4, 2014: 1%~~

~~Effective March 29, 2014: 1%~~

Effective as of the first full pay period beginning in October, 2014: 3%

Effective as of the first full pay period beginning in October, 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% ≤ CPI-U < 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

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

III.B. ADDITIONAL COMPENSATION

1. Wage Corrections, Adjustments, and Studies

155. In addition to the general wage increases provided for above, additional pay increases and adjustments shall apply as described in this section.

a. Fire Safety Inspectors

156. 1.) Parity. Fire Safety Inspectors shall receive parity on salary, overtime, holidays, and educational incentives as it pertains to the H-4 Inspector classification.

157. 2.) Fire Protection Engineers – Holidays. Fire Protection Engineers (5215) shall receive compensatory time equal to the computed rate authorized for the H-4 classification. The Fire Department may elect to suspend the compensatory time for the 5215 classification and replace it with income at the 5215's rate. **Effective July 1, 2014 the base wage for classification 5215 Fire Protection Engineer shall be increased by 6%. Additionally, effective July 1, 2014 and thereafter, classification 5215 Fire Protection Engineer shall receive the same base wage increases as classification 6281 Fire Safety Inspector.**

158. 3.) Other Matters. Matters of mutual concern may be referred to the Union/City Relations Committee for further consideration.

b. Deep Class -- Class 1241

159. 1.) There will be a 9-step salary plan for class 1241. Employees will advance from step 1 to 7 based on seniority except as noted below. Seniority is defined as actual time worked in class. The progression between salary steps in class 1241 shall occur as follows:

160. b) Step 1 to 7 progression will occur following one year of service or the equivalent of 2080 hours at each step.

161. c) Advancement above Step 7 will be contingent upon an employee receiving at least a competent and effective performance evaluation.

2.) Exceptions:

162. a) Step 2 Advancement: Within a month of an employee's advancement to Step 2, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation which should occur six months following the advancement to Step 2. To advance from Step 2 to Step 3, the performance evaluation must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 2, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 3, the employee will automatically advance to Step 3.

163. b) Step 8 Advancement: Within a month of an employee's advancement to Step 7, the employee's supervisor will provide the employee with a written list of performance standards against which the employee's performance will be measured for the next performance evaluation. To advance from Step 7 to Step 8, the performance evaluation

must be at least competent and effective. If the employee does not receive written performance standards within three months of advancement to Step 7, or if the performance evaluation does not occur within sixty days following the employee's anniversary date that would result in advancement to Step 8, the employee will automatically advance to the next step. This advancement procedure will also apply for movement from Step 8 to Step 9 for all affected employees.

164. c) Step advancements based on performance evaluations outlined above will be retroactive to the employee's anniversary date in the class.

165. d) New employees may be appointed above Step 1 based on an evaluation of experience, education and job-related specialties upon the recommendation of the appointing officer and approval of the Department of Human Resources.

c. Physician Assistants

166. Employees in class 2218 shall receive the same salary as the Nurse Practitioner class (2328).

d. Project Management

167. A permanent employee who is assigned by the Appointing Officer as a Project Manager as described by the specifications for classes 5502, 5504, 5506 or 5508 shall receive the rate of pay of the appropriate project manager classification during such assignment.

168. All assignments are subject to review and approval by the Human Resources Director.

169. An employee covered by this Agreement who is assigned to a Project Manager position shall continue to be represented by Local 21 and shall continue to receive all of the benefits granted in this Agreement.

e. Information Technology

1.) IS/IT Advisory Committee

170. The City and Union recognize that it is in their mutual interest to provide an Information Technology work environment that fosters the City's mission, encourages efficiency, and values employees' contributions. The parties also recognize that the delivery of Information Technology services within the City is currently being reorganized.

171. To ensure open communications between the Union and the City, the parties agree to the following:

172. (i) The parties shall form an Information Technology Advisory Committee which shall include representatives from the City and the Union;

173. (ii) During the reorganization process, the IT Advisory Committee shall meet upon request of the Union to discuss matters involving the reorganization of the delivery of technology services;

174. (iii) The Committee shall continue to meet upon ~~the Union's~~ **either party's** request to discuss matters concerning the delivery of Information Technology Services within the City, including but not limited to an IT Training Academy, ~~and~~ other matters related to core competencies and departmental needs, **evaluation of whether to add extended ranges for classifications, the need for a classification study and/or addition of new IT classifications, and availability of promotional opportunities.**

2.) Ten (10) Step Salary Schedule for IT Classes

(i) Definition.

175. For classes in the series 104x, 105x, 106x and 107x there shall be a ten (10) step salary plan. Each step shall be 2.5% greater than the step below, rounded to the nearest salary schedule, except that Step 4 shall be 3.5% greater than step 3. Step 1 of the ten (10) step plan shall be equal to the salary of step 1 of the current salary grade, including any increases awarded effective 7/1/01.

(ii) Appointments and Mapping.

176. On July 1, 2001 all effected employees shall be placed at the salary step in the ten (10) step plan which is nearest to, but not less than, the rate of pay they would have received in the five (5) step plan, including any increases awarded effective 7/1/01.

177. ~~Thereafter, n~~**New** employees may be appointed at any step in the step plan at the discretion of the appointing officer.

(iii) Step Progression.

178. Employees below Step ten (10) shall advance to each successive step upon completion of six months service.

178.a. **3.) IT Operations Support Administrator Series**

The parties will continue discussion regarding comparability and market status of classification 1093 IT Operations Support Administrator III, which is the benchmark classification for the classification series 1091, 1092, 1093, 1094, and 1095. If the parties are unable to reach agreement by September 30, 2014 on whether any wage adjustments are appropriate for the series, either party may move the dispute to interest arbitration pursuant to Charter Sections A8.409 through A8.409-9. The mediation-arbitration Board, with neutral chairperson Katherine Thomson, or another mutually agreed-upon arbitrator, will retain jurisdiction of this issue, subject to the following: The dispute may only be moved to arbitration if either party contends that the benchmark classification 1093 IT

Operations Support Administrator III is above or below market by more than 5%. An award of any wage adjustment for the series, up or down, shall be implemented effective July 1, 2015.

f. EAP Counselors

179. Employees in class 2594 shall be paid at parity with employees in class 2931. Employees in class 2595 shall be paid at parity with employees in class 2935.

g. Physical Therapists/Occupational Therapists

180. Employees in classes 2556 Physical Therapist, 2548 Occupational Therapist, 2558 Senior Physical Therapist and 2550 Senior Occupational Therapist shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6. ~~Effective July 1, 2006, there shall be a new Step 8, set at the nearest existing salary grade of 5.0% above Step 7.~~ Employees shall be eligible for Step 8 after serving one year at Step 7.

h. Physical Therapy Assistants

181. Employees in class 2555 shall be eligible for Step 6 after serving two years at Step 5 and will also be eligible for Step 7 after serving one year at Step 6.

i. Speech Pathologist

182. ~~Effective July 1, 2006, there shall be a new Step 7, set at the nearest existing salary grade of 5.0% above the current Step 6 for e~~Employees in class 2542 Speech Pathologist. Employees shall be eligible for Step 7 after serving two years at Step 6.

j. District Attorney's Investigative Assistant

183. Effective July 1, 2006, class 8132 District Attorney's Investigative Assistant ~~shall have a new Step 6 set at the nearest existing salary grade of 5.0% above Step 5. Employees~~ shall be eligible for Step 6 after serving one year of service at Step 5.

k. Legislative Analysts

184. Employees in classes 1367 and 1371 who serve as Legislative Analysts and/or Senior Legislative Analysts in the Office of the Legislative Analyst shall receive a seven percent (7%) premium.

l. Construction Inspectors

185. Employees in class 6318 who serve as Resident Engineer shall receive a two percent (2%) premium while serving in such capacity.

m. Sewage Treatment Plant Superintendents

186. Employees in class 5130 who are in possession of an engineering license shall receive a five and one-half percent (5.5%) premium.

2. Acting Assignment Pay

187. Employees assigned by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:

a. The assignment shall be in writing.

b. The position to which the employee is assigned must be a budgeted position.

c. The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days or eighty (80) hours.

188. Upon written approval by the Appointing Officer, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid five percent (5%) above the employee's base salary but such pay shall not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate that includes out of class pay where the premium is applicable to the class the person is performing in.

189. Disputes regarding eligibility for acting assignment pay under this Section shall be resolved through expedited arbitration under Section I.E(6)(a) of this Agreement.

3. Acting Assignment Exceptions

190. An employee who believes he/she has been assigned to perform a substantial portion of the duties and responsibilities of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through expedited arbitration under Section I.E(6)(a) of this Agreement. Back pay shall be limited to the date the employee's claim was filed with the Appointing Officer.

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

4. Supervisory Differential Adjustment

192. The Department of Human Resources is hereby directed to adjust the compensation of a supervisory employee, whose schedule of compensation is set herein subject to the following conditions.

193. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

194. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

195. c. The organization is a permanent one approved by the appointing officer, chief administrative officer, Board or Department of Human Resources, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

196. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

197. e. The salary grade of the supervisor is less than one full step (approximately 5%) over the salary grade, exclusive of extra pay (except Project Management Assignment Pay ~~effective July 1, 2005~~), of the employee supervised. In determining the salary grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the salary grade the top step of which is closest to the flat rate so converted shall be deemed to be the salary grade of the flat rate classification.

198. f. The adjustment of the salary grade of the supervisor shall be 5% over the salary grade, exclusive of extra pay (except Project Management Assignment Pay ~~effective July 1, 2005~~), of the employee supervised. DHR clarification of the application of this paragraph is hereby incorporated by reference.

199. g. A supervisory differential shall be available to employees assigned by the Appointing Officer to supervise one or more employees in the same classification.

200. h. If the application of this section adjusts the salary grade of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount $1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.

201. i. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

202. j. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.

203. k. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Department of Human Resources may again review the circumstances and

may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

204. 1. Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

5. Lead Person Pay

205. Employees designated by their supervisor as a lead person shall be entitled to a $10.00 per day premium when required to take the lead on any job when at least three other persons are assigned to the job.

6. PUC/CIP Planning Function Assignment Pay

206. Employees in the following classifications shall be eligible for special assignment pay when assigned in writing by the Appointing Officer or designee to a project of the Public Utilities Commission/Capital Improvement Project (PUC/CIP) that exceeds five million dollars, and performing work activities which include responsibility for directing environmental review and regulatory compliance for such projects and their deliverables, from the planning phase to post- construction:

Planner II (5278)	Regulatory Specialist (5620)
Planner III (5291)	Utility Specialist (5602)
Planner IV (5293)	Biologist I/II (2483)
Environmental Review Planner III (5298)	
Environmental Review Planner IV (5299)	

207. Qualifying employees shall receive a premium equal to 5% of base salary for hours that duties described above are actually worked.

208. PUC/CIP planning function assignment pay shall not be available to any employee receiving supervisory differential adjustment, acting assignment pay, or CIP leadership pay. Employees assigned to a project manager classification shall not be eligible to receive this premium.

208.a. This provision shall expire on June 30, 2017.

7. Supervisory Differential for Classification 2924 Medical Social Work Supervisor

209. Where appropriate in accordance with other provisions of this Section, classification 2924 Medical Social Work Supervisor shall receive a 5% supervisory differential, when as part of the regular responsibilities of his/her class s/he supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or

subordinates whose salary grade, exclusive of extra pay, is less than 5% below compensation of the 2924 Medical Social Work Supervisor.

8. Licensed Civil/Structural Engineers

210. Licensed Civil Engineers in Engineering classifications who also possess and maintain a structural engineer's license issued by the State of California and who are assigned structural engineering work shall be paid a premium of two (2) steps in addition to their current rate of pay when so assigned as certified in writing by the appointing officer.

9. Certificate of Competency

211. Employees in classes 5220 and 5222 who possess a certificate of competency from the State Water Resources Control Board shall receive a four percent (4%) premium payment in addition to his/her basic wage. Any employee, including those in class 6106, who is receiving this premium on June 30, 2001 shall continue to receive the premium during the life of this agreement.

212. Employees assigned to the 2478 Senior Sewage Treatment Chemists class or its successor class who are required by the City to possess a Certificate of Competency by the State Water Resources Control Board in order to perform their job duties shall continue to receive $25.00 per pay period in addition to his/her basic wage for the life of this agreement.

10. Bilingual Premium

213. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

214. An employee who ~~routinely and consistently~~ provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars ($60.00) per pay period.

215. An employee who routinely and consistently provides ~~more than ten (10) but~~ less than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars ($40.00) per pay period.

11. Advanced Appraiser Certification Premium

216. Employees in classes 4220 Personal Property Auditor, 4222 Senior Personal Property Auditor, 4224 Principal Property Auditor, 4261 Real Property Appraiser, 4265 Senior Real Property Appraiser and 4267 Principal Real Property Appraiser who possess and maintain any or all of the following advanced appraiser certificates shall receive a lump

sum payment of one thousand dollars ($1000) for each fiscal year the certification is maintained:

1) An Advanced Appraisers Certificate issued by the California State Board of Equalization; or
2) A Certified General Appraiser certificate issued by the California Office of Real Estate Appraisers; or
3) An "MAI" designation issued by the Appraisal Institute

217. The lump sum payment shall be paid out on October 7, 2006 for fiscal year 2006-2007 and thereafter annually on the first pay period beginning on or after July 1st.

12. Certified Hand Therapist Premium

218. Employees in the classifications 2548 Occupational Therapist, 2550 Senior Occupational Therapist, 2556 Physical Therapist and 2558 Senior Physical Therapist who possess and maintain on file proof of certification as a Certified Hand Therapist and who are assigned by the Appointing Authority to perform hand therapy work shall be paid a five percent (5.0%) premium payment on base pay while engaged in hand therapy work.

13. EEO Premium

219. Employees in class 1231 Assistant Manager, Equal Employment Opportunity Programs, in the Department of Human Resources Equal Employment Opportunity Division who are assigned to review the work of departmental Equal Employment Opportunity officers (class 1231 or higher) for compliance with Human Resources Director's procedures for investigation or resolution of employment discrimination complaints or for reasonable accommodation of employees with disabilities shall receive a premium equal to five percent (5.0%) of base pay.

14. Legislative Assistant Premium

~~220. Effective July 1, 2012, the first two steps of class 1835 Legislative Assistant shall be deleted, resulting in a total of five salary steps.~~

221. Appointments in class 1835 **Legislative Assistant** above Step 1 may only be made by an Appointing Officer with the approval of the Human Resources Director and only if the appointment would result in a loss of compensation if the appointee were to accept the position at Step 1.

222. Employees in class 1835 Legislative Assistant whose performance in that job class has been satisfactory to the City for at least four consecutive years, with at least one year of satisfactory service at Step 5, shall receive a premium equal to 5.0% of base pay.

15. Housing Inspector Certification Premium

223. Employees in the classifications 6270 Housing Inspector, 6272 Senior Housing Inspector and 6274 Chief Housing Inspector who possess and maintain any of the following certifications shall be granted additional premium pay as follows above the base rate per hour for each certification. The combined total of these premiums shall not exceed 4.0%:

1) ICC Property Maintenance and Housing Inspector	2.0%
2) ICC Residential Building Inspector or Building Inspector	2.0%
3) ICC Building Code Accessibility Specialist	2.0%
4) State of California Registered Environmental Health Specialist	2.0%

16. OSHPD Premium

224. Employees in an Architectural, Engineering or related classification who possess and maintain an OSHPD certification issued by the State of California and who are assigned by the Appointing Authority and performing engineering work requiring the use of an OSHPD certification shall be paid a five percent (5.0%) premium on base pay.

17. Public Safety Communication Coordinator Premium

225. Employees in class 8240 Public Safety Communications Coordinator who possess and maintain one or more of the following shall be paid a four percent (4.0%) premium on base pay:

1) AA or AS degree in public safety, business or related field; or

2) BA or BS degree in public safety, business or related field; or

3) Ten (10) years of service in the public safety field and completion and maintenance of the following ongoing training requirements: a) CPR certification; b) Emergency Medical Dispatcher Certification through the National Academy of Emergency Dispatch; and c) Emergency Fire Dispatcher Certification through the National Academy of Emergency Dispatch.

18. Purchasing Manager Certification Premium

226. Employees in classes 1950 Assistant Purchaser, 1952 Purchaser, 1956 Senior Purchaser and 1958 Supervising Purchaser who possess and maintain certification for any or all of the following shall receive a three percent (3.0%) premium payment on base pay:

1) Certified Purchasing Manager (CPM) issued by the Institute of Supply Management
2) Certified Professional Public Buyer (CPPB) issued by the National Institute of Governmental Purchasing

3) Certified Public Purchasing Officer (CPPO) issued by the National Institute of Governmental Purchasing

~~19. Salary Credits (Deferred Compensation)~~

~~227. a. Each employee covered by this Agreement between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21 for the 1993-94 fiscal year, who is still employed by the City and County on July 1, 1995, shall accrue an account balance under the City and County's deferred compensation plan which is described in section 457(b) of the Internal Revenue Code of 1986, as amended, equal to 5 percent of that employee's base salary earnings for the 1993-94 fiscal year, subject to the following terms and conditions in addition to those stated in the deferred compensation plan:~~

~~228. 1.) the account shall be under the control of the individual employee subject to the rules and regulations of Internal Revenue Code section 457 plan;~~

~~229. 2.) the City and County shall be under no obligation to set aside or invest monies to fund such account balances; its only obligation shall be to pay the amounts due in single sums at the time that they become payable (i.e., when the employee terminates service or turns 70 1/2);~~

~~230. 3.) such contributions shall reduce the amounts the employees otherwise would be able to defer from their 1995 earnings with the City and County and any other employers, as provided by Internal Revenue section 457 and other applicable sections of the Internal Revenue Code.~~

~~231. The parties agree that upon the ratification of this amendment by the Board of Supervisors, any obligation of the City and County pursuant to paragraph 227, section B "Salary Credits Deferred Compensation" of the Agreement in effect for fiscal year 1993-94 shall be governed by the terms of this amendment.~~

~~232. Each employee who would be eligible for the benefit described above but for the fact that he or she terminated service with the City and County prior to July 1, 1995 shall be eligible for severance pay equal to 5 percent of that employee s base salary earnings for the 1993-94 fiscal year. Qualifying employees who terminate service prior to the effective date of this amendment and who received a payment pursuant to paragraph 227, section B of the MOU in effect for fiscal year 1993-94 shall not receive any additional payment or benefit.~~

~~233. No individual who receives the severance benefit described in the previous paragraph shall be eligible to accrue the 457(b) account balance described in the foregoing paragraph.~~

~~234. b. In exchange for execution of waivers of all liability based on the wage freeze for fiscal year 1993-94 in a form to be provided by ERD, each employee who was~~

~~employed in classifications 1203 Personnel Technician; 1231 Assoc. Affirmative Action Coordinator; 1233 Affirmative Action Specialist; 1240 Assistant Personnel Analyst; 1242 Personnel Analyst; 1244 Senior Personnel Analyst; 1246 Principal Personnel Analysts; 1452 Executive Secretary 11; 1453 Principal Stenographer, Mayor's Office; 1454 Executive Secretary III; 1492 Assistant Clerk, Board of Supervisors; 1506 Confidential Secretary to the Sheriff; 1512 Confidential Secretary and Executive Assistant to Public Defender; 1520 Confidential Secretary to District Attorney; 1522 Confidential Secretary to City Attorney; 1523 Confidential Secretary to the C.A.O.; 1530 Administrative Secretary to the Mayor; 1544 Secretary, Library Commission; 1551 Secretary, Health Commission; 1574 Executive Secretary to the Controller; 1831 Legislative Aide, Board of Supervisors; 1835 Administrative Assistant to Members of the Board of Supervisors; 1838 Administrative Assistant to the Executive Director, Health Services; 1846 Executive Assistant, Mayor's Office; 3566 Executive Secretary, Museums; 8116 Legislative Calendar Clerk; 8118 Legislation Clerk; 8130 Administrative Assistant, District Attorney; 8151 Claims Investigator, City Attorney's Office; 8152 Senior Claims Investigator, City Attorney's Office; 8169 Legislative Assistant, City Attorney's Office; 9276 Secretary, Airports Commission during the 1993-94 fiscal year, who is still employed in such classifications on July 1, 1995 shall accrue an account balance under the City and County's deferred compensation plan which is described in section 457(b) of the Internal Revenue Code of 1986, as amended, equal to 5 percent of that employee's base salary earnings in the same classification for the 1993-94 fiscal year, subject to the same terms and conditions stated in section I above under subsections (a) through (d) in addition to those stated in the deferred compensation plan. To receive the benefits of this provision, individually executed waivers must be received by the ERD Director prior to July 1, 1995.~~

~~235. If prior to May 1, 1995, Local 21 is finally and formally determined to be the recognized employee representative of 2218 Physicians Assistant; 2550 Sr. Occupational Therapist; 2804 Epidemiologist 111: 2924 Medical Social Work Supervisor; 2978 Contract Compliance Officer 11; 6139 Sr. Industrial Hygienist; 9197 Signal and Systems Engineer; 2558 Sr. Physical Therapist, the provisions of section 2 above shall apply to such classification(s) effective July 1, 1995.~~

~~236. The union hereby waives all rights and liability relating to the wage freeze for fiscal year 1993-94 on behalf of all individuals in the classifications set forth above.~~

20. Standby Pay

237. Employees who, as part of the duties of their positions are required by the appropriate employer representative to stand by when normally off duty to be instantly available on call to perform their regular duties, shall be paid ~~25% of base pay for the period of such standby service, except that employees shall be paid~~ 10% of base pay for the period of such standby service when outfitted by their Department with a ~~pager, or~~ cell phone or other electronic communication device. Employees accepting this premium agree to

respond immediately when paged or called. When such employees are paged or called to perform their regular duties during the period of such standby service, they shall be paid their usual rate of pay for either a quarter hour or the actual time worked, whichever is greater, while engaged in such service. For Z-symbol employees, standby pay shall not be allowed unless the employee is assigned in writing to standby for emergencies that directly threaten the health or safety of the public and/or City employees or that relate to the City's information and communication systems. Employees reporting directly to Department Heads are not eligible for standby pay.

238. The standby rate for Class 2218 Physician Assistant shall be the same as that for Class 2328 Nurse Practitioner

21. Call Back

239. Employees (except those at remote locations where City supplied housing has been offered, 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 pay at the applicable rate or shall be paid 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 stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

22. Night Duty

240. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.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 5:00 p.m. and 7:00 a.m.

241. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

23. County Surveyor Premium

242. If assigned in writing by the Director of Public Works to carry out the duties and responsibilities of the County Surveyor, an employee in this assignment will receive a five percent (5%) premium payment in addition to his/her basic wage during the duration of that assignment.

24. Underwater Diver Pay

243. Represented 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, or while actually providing on site supervision of an underwater dive as a part of the PUC's dive operations or supervising the critical planning phases of an underwater dive as part of the PUC's dive operations.

25. MTA Performance/Attendance Incentive Pay

244. The Municipal Transportation Agency (MTA) and the Union agree that represented employees at the MTA are eligible for any reward program that the MTA may choose to establish for those employees pursuant to Charter Section 8A.100 for the purpose of incentivizing the attainment of service, performance and/or attendance goals.

26. Extended Ranges

245. 1. Employees in classifications listed in the paragraph below shall be eligible for placement in an extended salary range with a value not to exceed 7.5% of the top step of the classification's existing salary range.

246. 2. The following classifications are eligible for placement in an extended salary range under this section:

a. IS Engineer-Principal (1044)
b. IS Project Director (1070)
c. Principal Personnel Analyst (1246)
d. Senior Systems Accountant (1657)
e. Financial Systems Supervisor (1670)
f. Supervising Auditor (1686)
g. Senior Statistician (1806)
h. Performance Analyst III - Project Manager (1830)
i. Supervising Purchaser (1958)
j. Physicians Assistant (2218)
k. Forensic Toxicologist (2458)
l. Laboratory Services Manager (2489)
m. Health Program Coordinator III (2593)
n. Senior Employee Assistance Counselor (2595)
o. Volunteer/Outreach Coordinator (3374)
p. Principal Real Property Officer (4143)
q. Principal Personal Property Auditor (4224)
r. Principal Real Property Appraiser (4267)

s. Sewage Treatment Plant Superintendent (5130)
t. Safety Officer (5177)
u. Principal Engineer (5212)
v. Principal Architect (5273)
w. Planner V (5283)
x. Traffic Sign Manager (5306)
y. Project Manager I-IV (5502-5508)
z. Chief Housing Inspector (6274)
aa. Signal & Systems Engineer (9197)

247. 3. The parties may agree to provide extended salary ranges for additional classifications; provided, however, that extended ranges shall be limited to those classes where there is no further in-unit promotive opportunity.

248. 4. Subject to the requirements set forth in this section, Appointing Officers may seek approval to place incumbent employees at a rate of pay in an extended range based on consideration of whether the adjustment would serve one or more of the following purposes:

(a) to address demonstrated recruitment or retention issues;

(b) to compensate an employee exercising a special skill;

(c) to compensate for a special project of limited duration; and/or

(d) to recognize exemplary performance.

249. 5. Subject to the requirements as set forth in this section, Appointing Officers may select employees in the above eligible classifications for temporary placement in an extended range. For example, employees may be temporarily placed in an extended range to compensate for assignment to a special project of limited duration; placement in an extended range would be granted for the duration of that special assignment only.

250. 6. Placement in an extended salary range shall be assigned in increments of 2.5% above base pay (i.e., placement may be at 2.5%, 5.0% or 7.5% above base pay), set at the nearest existing salary grade, not to exceed 7.5% above base pay.

251. 7. The Department of Human Resources shall verify that employees selected for placement in an extended range under this section satisfy the foregoing criteria upon written certification by the Appointing Officer detailing the basis for the placement.

252. 8. Placement in extended salary ranges under this section shall be funded through Departmental budgets, and shall require certification by the Controller's Office and the Mayor's Budget Office that adequate funds are available.

253. 9. Employees placed in an extended range under this section shall not be eligible to receive additional pay under any of the following:

(a) The Pilot Capital Project Incentive Program pursuant to the Capital Projects MOU Addendum (Appendix C of this Agreement); or

(b) Leadership Pay or Special Skills Pay pursuant to the Capital Projects MOU Addendum (Appendix C of this Agreement); or

(c) Acting Assignment Pay pursuant to section III.B of this Agreement; or

(d) Supervisory Differential Adjustment section III.B of this Agreement.

254. 10. The City and the Union agree to work cooperatively to ensure the success of this program.

255. 11. Placements in extended ranges under this section are discretionary. The granting or failure to grant placement in an extended range is not subject to the grievance procedure or any other type of appeal.

III.C. SALARY STEP PLAN AND SALARY ADJUSTMENT

256. 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

257. An employee who has completed a probationary period and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:

258. a. The employee shall receive a salary step in the promotive class which is closest to an adjustment of ten percent (10%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

2. Non-promotive Appointment

259. When an employee accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate

260. Appointments may be made by an appointing officer at any step in the salary grade upon the approval of the Human Resources Director under one or more of the following conditions:

261. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

262. b. Loss of compensation would result if appointee accepts position at the normal step.

263. c. A severe, easily demonstrated and documented recruiting and retention problem exists.

264. d. The appointee possesses special experience, qualifications, and/or skills including, but not limited to, the number of years performing similar work elsewhere which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

265. e. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.

4. Reappointment Within Six Months

266. 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 Adjustments

a. Salary Increase in Next Lower Rank Classification.

267. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary s/he would have received had s/he remained in such lower class, provided that such employee must file with the Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer of promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

268. The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which s/he is otherwise qualified, and which has a salary grade higher than the protected salary of the employee.

b. Flat Rate Converted to Salary Range.

269. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a salary grade number during the current fiscal year shall be paid on the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

c. Continuation of Salary Step Earned Under Temporary Appointment.

270. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary appointment.

d. Credit for Temporary Service.

271. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

e. Salary Anniversary Date Adjustment.

272. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

6. Compensation Upon Transfer or Reemployment

a. Transfer.

273. An employee transferred from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he 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 Classification Following Layoff.

274. 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 Classification.

275. 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 Classification.

276. 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 step in the salary grade for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

III.D. METHODS OF CALCULATION

1. Monthly

277. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. Bi-Weekly

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

3. Per Diem or Hourly

279. 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.

4. Weekly

280. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.

5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly

281. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.

b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

6. Daily Rates for Monthly and Bi-Weekly

282. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the

compensation of a normal work schedule in a bi-weekly period (including specified holidays).

7. Conversion to Bi-Weekly Rates

283. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.E. SENIORITY INCREMENTS

1. Advancement Through Salary Steps

284. a. **Except as specifically provided in Section III.B., permanent** ~~Permanent~~ employees shall advance to ~~the second step upon completion of six months service and to each successive step upon completion of the one year required service. Effective July 1, 2012: Employees appointed on or after July 1, 2012, shall advance to the second step and to~~ each successive step upon completion of one (1) year of required service.

285. b. Provisional employees shall be advanced to the step he/she would have achieved had he/she been permanent from the first day of employment in the class. Thereafter, the employee's anniversary date shall be from the first day in the class regardless of status.

286. 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 (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

2. Date Increment Due

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

3. Schedule of Salary Increments

288. The schedule of seniority increments ~~as of July 1, 2012~~ will be set forth in, and is hereby made a part of, Appendix B (Schedules of Compensation).

4. Exceptions

289. a. 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 unsatisfactory performance occurs within the sixty (60) days before the employee's salary anniversary date, the Appointing Officer shall provide the notice and basis for the intent to withhold a step increase within a reasonable time.

290. b. 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.

291. c. 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.

292. d. When records of salary grade are established and maintained by electronic data processing, then the following shall apply:

293. 1.) An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the salary grade plan, unless otherwise specifically provided for in the MOU. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the salary grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

294. 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.

295. e. Advancement through the increment steps of the salary grades shall accrue and become due and payable on the next day following completion of required service as a permanent appointee in the class; provided that the above procedure for advancement to the salary grade increment steps is modified as follows:

296. 1.) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar 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 current calendar year.

297. 2.) An employee who during that portion of his/her anniversary year prior to January 1 of the current calendar 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 prior to January 1 of the current calendar year.

5. Receipt of Paychecks

298. The City agrees to take all reasonable non-cost measures to reduce the delay between the last day of the pay period and the receipt of paychecks.

III.F. WORK SCHEDULES

1. Regular Work Schedules

a. Regular Work Day.

299. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8), consecutive hours of work completed within not more than nine (9) hours.

b. Regular Work Week.

300. A regular workweek is a tour of duty of worked hours on each of five (5) consecutive days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.

301. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. 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.

302. 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.

2. Flexible Work Schedule

303. All classifications of employees having a normal workday may, with the appointing authority's permission voluntarily work in a flex-time program authorized by the appointing officer under the following conditions:

304. a. The employee must work five (5) days a week and forty (40) hours per week.

305. b. The employee must execute a document stating that he or she is voluntarily participating in a flex-time program. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on a "Regular Work Week" as defined in Section III.F(1) above. This provision shall not be grievable or arbitrable.

3. Alternate Work Schedule

306. By mutual agreement the City and the Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Requests for alternate work schedules shall not be denied in an arbitrary or capricious manner. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules. A "Regular Work Week" as defined in Section III.F(1) above.

4. Voluntary Reduced Work Week

307. Employees subject to approval by an appropriate employer representative 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 computed proportionately in accordance with such reduced work week.

5. Voluntary Time Off Program ("VTOP")

308. The mandatory furlough provisions of CSC Rule 120.28 shall not apply to covered employees.

6. General Provisions

309. 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.

310. 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.

7. Restrictions on Use of Paid Time Off while on Voluntary Time Off

311. All voluntary unpaid time off granted pursuant to this section shall be without pay.

312. 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.

8. Duration and Revocation of Voluntary Unpaid Time Off

313. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

9. Notice of Change in Work Schedule

314. Except in cases of emergency, when management initiates a change in an employee's work schedule, **management will use best efforts to provide two (2) weeks advance notice, and at a minimum,** at least seventy-two (72) hours notice will be given whenever practicable.

III.G. OVERTIME COMPENSATION AND COMPENSATORY TIME

315. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. For full time employees, any time worked under proper authorization of the appointing officer or designee or any hours suffered to be worked in excess of the regular or normal workday or workweek shall be treated as follows:

316. 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.

317. For purposes of this Article, the terms: "time worked", "hours worked", or "actual hours worked" includes time actually worked and time paid but not worked on recognized City holidays identified in Article III.I. paragraph 334.

318. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules as defined in this Article. However, as authorized by and pursuant to the restrictions of the Annual Salary Ordinance, the "Z" symbol may be suspended to allow overtime payment, subject to the availability of funds, and pursuant to approval of the Director of Human Resources. The "Z" symbol may be suspended for individual positions in a classification. Employees in positions whose "Z" symbol has been suspended may not earn/accrue compensatory time for the duration of the suspension of the "Z" symbol.

1. Non-Z Designated Classifications:

   Employees classified Non-Z or L are compensated for overtime subject to the following:

319. a. For employees working a regular 8-hour per day schedule, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 8 hours in a day or for hours worked in excess of 40 in a week;

320. b. For employees working a flex-time schedule as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for actual hours worked in excess of 40 in a week;

321. c. For employees working alternative schedules as described above, overtime at one and one-half the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in a workday as set forth in an alternative work schedule or for actual hours worked in excess of 40 hours in a week. Overtime for employees working a 9/80 schedule is based on the FLSA workweek designated in such a schedule.

322. d. 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.

322.a. e. **An employee who is appointed to a position in another department shall have his or her entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.**

322.b. f. **An employee who is appointed to a position in a higher, Non-Z or L designated classification or who is appointed to a position in a Z- designated classification shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.**

323. **g.** ~~e.~~ When overtime is necessary, it shall be distributed fairly, subject to employee qualifications and availability.

2. Z-Designated Classifications

Except as otherwise required by the Fair Labor Standards Act, ~~effective January 1, 2002~~, compensatory time ~~off~~ may be accrued as follows:

324. a. An employee shall not maintain a balance of more than one hundred sixty (160) hours of compensatory time ~~off~~;

325. b. An employee may carry forward one hundred twenty (120) hours of earned but unused compensatory time ~~off~~ into the next fiscal year.

~~326. c. Employees with accrued compensatory time off balances as of January 1, 2002, may carry forward up to two hundred forty (240) hours for use during the remainder of this Agreement.~~

327. Compensatory time earned will be reported to each employee.

328. In order to allow employees the opportunity to take compensatory time off **(CTO)**, upon receipt of such notice of accrual of one hundred and sixty (160) ~~or more~~ hours of **accrued compensatory time** ~~CTO~~, the employee shall request days off as CTO within the next three (3) to six (6) month period. The department shall not unreasonably deny a CTO request pursuant to this paragraph. CTO will be taken in full workday blocks unless an alternative is mutually agreed upon. Scheduling shall be by mutual agreement.

329. **Compensatory time** ~~CTO~~ cannot be cashed out. Exceptions to normal work schedules for which no extra compensation is authorized may be granted in accordance with section 1.3 of the Annual Salary Ordinance.

~~330. The following classifications were moved to Local 21 on or about July 1, 2002:~~

~~1888 Resource Efficiency and Energy Conservation Manager~~
~~2978 Contract Compliance Officer II~~
~~5212 Principal Engineer~~
~~9386 Senior Property Manager at the Port~~

~~331. a. Incumbents in those classifications who had Administrative Leave balances remaining at the time of transfer, as maintained in departmental records or confirmed by other verifiable evidence, shall have those Administrative Leave Balances converted to Compensatory Time Off (CTO) no later than October 27, 2006.~~

3. Part-Time Employees

332. Part-time employees shall not be entitled to overtime compensation or ~~compensatory~~ time off for work performed in excess of their specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.

III.H. FAIR LABOR STANDARDS ACT

333. To the extent that the 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.I. HOLIDAYS

334. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

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)

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

336. The City shall accommodate religious belief or observance of employees as required by law.

337. Employees shall be granted floating holidays as set forth below:

338. Four (4) floating days off (thirty-two (32) hours) to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. 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 days off. Floating Holidays received in one fiscal year but not used shall be carried forward to the next succeeding fiscal year. The maximum number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year, and at no time shall employees be able to accumulate more than 64 hours of floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken.

~~339. 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 paragraph 338 above.~~

340. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2013, may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.

341. During Fiscal Years 2012-13, 2013-14 and 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

342. 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.

343. 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 Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

1. Holiday Compensation for Time Worked

344. Employees required by their respective City representative to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid for the legal holiday plus extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount of less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

345. Executive, administrative and professional employees designated with the "Z" symbol and who the City believes are exempt under the provisions of the Fair Labor Standards Act 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 (1½) times for work on the holiday.

2. Holidays for Employees on Work Schedules Other Than Monday Through Friday

346. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

347. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he 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 employer representative. Such days off must be taken within the current or next fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

348. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.

3. Holiday Pay for Employees Laid Off

349. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday.

4. Employees Not Eligible for Holiday Compensation

350. 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 employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

351. 5. Part-time Employees Eligible for Holidays

Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

352. 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 a 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.

353. 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 appropriate employer representative.

6. Holiday Compensation for Employees Working Alternative Work Schedules

354. Nine (9), ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.

7. Z Employees

355. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued.

III. J. VACATION

1. Definitions

356. "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.

2. Award and Accrual of Vacation

357. Vacation benefits are set pursuant to the Charter as follows:

358. An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.

359. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid

service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

360. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

361. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

Years of Continuous Service	Maximum Accrual
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

III.K. TIME OFF FOR VOTING

362. 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.L. PROVISIONAL EMPLOYEES

363. Non-permanent employees, defined as employees with no permanent classification or employees with a permanent classification serving in another classification, shall be entitled to the following:

364. 1. Non-permanent employees shall be treated as permanent employees with respect to health and welfare benefits, compensation and salary steps, seniority, retirement (upon completion of 1040 hours in any twelve month period), and leave benefits, including but not limited to sick leave, vacation and personal leave.

365. 2. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a thirty-day probationary period

as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.

III.M. PER-DIEM REHABILITATION PROFESSIONALS

366. In lieu of benefits, Per Diem (as-needed) employees shall be paid at a wage rate no lower than step 5. When an as-needed per-diem accepts a regularly-scheduled position (FT or PT, permanent or provisional civil service status) he/she shall be paid at no lower than a step 3 wage rate, but dependent upon their experience, may be placed at a higher step at the discretion of the Appointing Officer. Per-diems who accept employment to a permanent or provisional civil service position, will receive all the benefits granted to a permanent employee with the exception of health and retirement benefits, which will accrue upon the completion of 1040 hours for employees granted provisional positions, and "just cause," which will be available to the employee upon completion of the equivalent of a probationary period (when appointed provisionally) or the completion of a probationary period (when appointed to a permanent position).

III.N. HEALTH AND WELFARE AND DENTAL INSURANCE

1. City Contribution

367. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.

~~a. Health Coverage Effective Through December 31, 2013~~

~~1) Medically Single (Employee Only)~~

~~368. From July 1, 2012 to December 31, 2013 for "medically single employees" (Employee Only) (i.e., benefited employees not receiving contributions paid by the City for dependent health care benefits), the City shall contribute all of the premium for the employees' own health care benefit coverage.~~

~~2) Dependent Coverage (Employee Plus One; Employee Plus Two or More)~~

~~369. From July 1, 2012 through December 31, 2013, for Dependent Coverage (Employee Plus One; Employee Plus Two More), the City shall contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.~~

~~b~~a. Health Coverage Effective January 1, 2014 Through December 31, 2014

1) Medically Single (Employee Only)

370. 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.

371. For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan.

2) Dependent Coverage (Employee Plus One; Employee Plus Two or More)

372. Effective January 1, 2014 through December 31, 2014, the City shall contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

e**b**. Health Coverage Effective January 1, 2015

373. 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:

1) Employee Only:

374. 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.

2) Employee Plus One:

375. 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.

3) Employee Plus Two or More:

376. 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.

4) Contribution Cap

377. 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.

5) Average Contribution Amount

378. For purposes of this agreement, and any resulting agreements under paragraph 380, 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.

~~d~~c. Medically Single Employees Outside of Health Coverage Areas

379. The provisions in paragraphs 370, 371, and 374 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.

~~e~~**d**. Agreement Not to Renegotiate Contributions in 2014

380. The terms described in paragraphs 373 through 378 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.

~~f~~**e**. Other Terms Negotiable

381. While the parties have agreed in paragraph 380 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).

~~g~~**f**. Other Agreements

382. Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.

2. Dental Benefits

383. 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.

3. Benefits While on Unpaid Leave

384. 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.

4. Hetch Hetchy Stipend

385. As provided in the Annual Salary Ordinance, for employees assigned to Hetch Hetchy, the City will pay a stipend to employees residing in designated zip code areas enrolled in the Health Services System with employee plus two or more dependents where HMOs are not available and such employees are limited to enrollment in Plan 1.

5. Life Insurance

386. The City will provide $50,000 in term life insurance to each employee.

III.O. RETIREMENT

1. Retirement Payments

387. The SFERS shall process and pay retirement claims in the following manner:

BENEFIT	PROCESSING TIME
Initial monthly retirement allowance	60 days maximum 90% within 60 days
Withdrawal of contributions	6 weeks maximum 85% paid in 30 days
Death benefit	30 days maximum 90% paid within 30 days of filing appropriate papers

388. Represented employees agree to pay their own employee retirement contribution to SFERS. 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 total employee retirement contribution.

2. Retirement Restoration Payment

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

390. Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of four (4) floating holidays to vacation days upon retirement. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four (4) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last thirty (30) days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

391. The parties acknowledge that any City pick-up of employee retirement contributions, as well as other forms of payments (including without limitation payments for health and welfare insurance premiums) and accrued but unpaid leave accounts, are not considered a part of an employee's salary 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.

392. The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefor.

3. Quarterly Report and Annual Meeting

393. The San Francisco Employees Retirement System shall provide upon request a quarterly report to the Union detailing its current holdings and its annual return on investments. The Retirement System shall also meet each Fall during the term of this Agreement after their annual audit to review their portfolio with the Union on request. The Union will attempt to provide specific questions and items of interest in advance to SFERS to assist in setting an appropriate agenda.

4. Safety Retirement

394. If the voters approve an amendment to Charter Section A8.506-2 to delete the "no net increase in cost" requirement in that section, the City agrees to meet and confer with the Union over a mutually satisfactory contract amendment with PERS to effect safety retirement improvements. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

395. Non-permanent employees who have earned not less than 1,040 hours of compensation during any twelve-month period shall become eligible for membership in the San Francisco Retirement System and shall be required to enroll.

5. Release Time for Pre-Retirement Planning Seminars

396. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

397. Employees must provide at least two (2) 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.

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

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

6. Miscellaneous Retirement Improvement

400. The City agrees to meet and confer with Local 21 over possible Charter amendments, including early retirement incentives, to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

III.P. STATE DISABILITY INSURANCE (SDI)

~~401. Upon certification by the Union that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Human Resources Director shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.~~

402. ~~In the event~~ **For** any bargaining unit, covered by this Agreement, **that has elected** ~~elects~~ coverage in SDI ~~as provided above~~, the payment of sick leave pursuant to Rule 20 of the

Civil Service Commission shall not affect and shall be supplementary to payments from SDI. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular bi-weekly take-home earnings of the employee, excluding optional deductions. 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. At the employee's option, his/her accrued vacation, and compensatory time off (for non-Z employees only) can also be integrated with SDI payments in the same manner as sick leave.

403. Any over-payments of SDI coverage will be returned to the employee no later than the second pay period following departmental notification to the Controller's Payroll & Personnel Division.

404. During the term of the Agreement, all classifications added to an existing bargaining unit that is covered by State Disability Insurance ("SDI") shall automatically be enrolled in SDI. If a new bargaining unit is created or if the Union gains recognition for additional bargaining units, the Union shall certify in writing to the Employee Relations Director whether such units shall be enrolled in SDI.

III.Q. WORKERS' COMPENSATION LEAVE

Workers' Compensation Supplementation (Shadow Sick Leave Account)

405. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

406. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

407. 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.

408. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

409. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

III.R. LONG TERM DISABILITY

410. The City shall provide to employees with six (6) months continuous service a Long-Term Disability (LTD) plan that provides, after a ninety (90) day elimination period, sixty-six percent (66%) salary (subject to integration) up to age sixty-five (65). Employees who receive payment under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.S. RETURN TO WORK

411. The City will make a good faith effort to return and reassign employees who have sustained an occupational injury or illness where the employee's doctor certifies that the employee is temporarily unable to perform specified aspects of his or her regular job duties. Duties of this modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class.

412. Where appropriate temporary modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned to work in another classification, on a different shift, and/or in another department, subject to the approval of the Appointing Officer or designee.

413. Neither the decision to provide or deny modified duty, nor the impact of such a decision shall be subject to grievance or arbitration.

414. It is also understood that modified duty assignments are temporary only; modified duty assignments for employees temporarily unable to perform regular job duties may not exceed three (3) months. An employee assigned to temporarily modified duty assignment shall receive his/her regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and/or out of class assignment pay as may be provided under this Agreement.

415. The City reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate City procedures under those laws.

III.T. SICK LEAVE

416. Employees shall be entitled to accumulate up to 1040 hours of sick leave. For employees who have a balance above the 1040 hour cap as of July 1, 2012, the remaining balance will continue without further accumulation until the employee's sick leave usage brings the total below the 1040 hour cap.

III.U. PARENTAL RELEASE TIME

417. Upon proper advance notification, employees may be granted up to 40 hours Parental Leave – two hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of the employee's biological, adopted or foster child or a child for whom the employee has parental or child rearing responsibilities (including a grandchild or child of a domestic partner) and who is residing in the employee's household. Parental Leave shall not exceed eight hours in any calendar month of the year.

418. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.

419. The employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the two paid hours per semester have been used.

420. Denial of Parental Leave under this section is not subject to the grievance process.

III.V. LIABILITY

421. The City shall defend and indemnify an employee against any claim or action against the employee or account of any act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq. Nothing herein is deemed to supersede referenced State law.

III.W. AIRPORT EMPLOYEE TRANSIT PILOT PROGRAM

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

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. EMPLOYEE DEVELOPMENT FUND

423. The City shall budget ~~$500,000~~ **$750,000** during each year of this agreement for the Employee Development Fund for employee training, education and development. ~~In Fiscal Years 2012-2013 and 2013-2014 only, the City shall budget an additional $250,000 (a total of $750,000 each year) for the Employee Development Fund.~~

424. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of ~~$1500~~ **$2,000** per fiscal year for tuition, registration fees, books, and other materials for internal or external training programs, professional conferences, professional association memberships and desired licenses relevant to the employee's current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training.

425. Any employee who is entitled to reimbursement under the Employee Development Fund during the term of the MOU may apply for such reimbursement at any time during the same fiscal year and will be reimbursed at that time, provided that the funds for that fiscal year have not been exhausted. However, in the event that payment is required for training, professional conference or coursework in the previous fiscal year, but proof of completion is not available until the following fiscal year, **if receipts are submitted sufficiently in advance of the Controller's year-end closing date, then expenses may be paid out of that prior year's funds. In any event, if not reimbursed out of the prior year's funds,** the employee shall be eligible for reimbursement for such training or coursework in the next fiscal year out of the next fiscal year's available funds.

~~426. Notwithstanding the above paragraph, employees who expended funds in Fiscal Year 2011-2012, but who did not receive reimbursement due to the unavailability of funds at the time, may apply for such reimbursement no later than September 28, 2012 and be reimbursed out of the Fiscal Year 2012-2013 available funds.~~

427. Employee Development Funds will be encumbered at the time that the employee submits his or her Departmentally-approved request to DHR, provided that the employee includes certificate of registration and proof of payment with his or her request to DHR. In the event that it is not possible to provide certification of registration and/or proof of payment, the employee must provide sufficient documentation regarding the course, training program, professional conference, professional association membership or desired license and the anticipated cost of such training program, professional conference, professional association membership or desired license. In the

event that DHR rejects the employee's request, such encumbered funds shall be returned to the Employee Development Fund balance. Encumbered funds will not be paid out until the employee provides proof of satisfactory completion and proof of payment. Encumbered funds not used by June 30th of each fiscal year shall be released back into the Employee Development Fund to reimburse employees who submitted a Departmentally-approved request for reimbursement during that same fiscal year but who did not receive reimbursement due to the unavailability of funds at the time.

428. In addition, subject to approval by the appointing officer or designee, employees may utilize up to $500 of the funds available to them for that fiscal year under this article to pay for up to one-half of the cost of necessary travel outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo. However, Employee Development Funds may not be used for food.

429. Unused funds shall not be carried over from year to year and shall not carryover beyond the expiration of this MOU.

430. Employees shall not be required to utilize these funds for Department-mandated training or for certificates, licenses or registrations required by the City or the State as a condition of employment (however, the costs of continuing education for these certificates, licenses or registrations may be reimbursed through the Employee Development Fund).

431. The Union agrees to work cooperatively with the City to help build City University – a program intended to ensure San Francisco has the most educated and highly trained workforce possible. City University is a partnership between the City, learning institutions, the business community and labor organizations which shall create new sources of funding and new opportunities to professionally develop City employees.

432. Administrative issues concerning the use of the Employee Development Fund shall be addressed through the UCRC.

IV.B. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

433. 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 amount of the fee for the renewal of such certificate, registration or license.

IV.C. PROFESSIONAL ASSOCIATION MEETINGS

434. Departments shall continue their present practice with respect to the attendance by employees at professional association meetings, conferences, classes, courses, seminars and other programs, including the reimbursement of related expenses. Opportunities shall be provided in a consistent and uniform manner. Department practices shall be extended to the 2846 Nutritionist class.

IV.D. PROFESSIONAL ORGANIZATIONS – DEPARTMENTAL MEMBERSHIPS

435. Subject to the budgetary and fiscal limitations, departments are encouraged to budget for departmental membership in organizations serving the professional employees of said department.

IV.E. EDUCATIONAL PROGRAMS

436. Subject to the approval of the appointing officer, Personal Property Auditors and other represented employees shall be on paid status when attending educational programs required to maintain a job-related state license.

IV.F. EMPLOYEE SUGGESTION PROGRAM

437. City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for considerations and possible awards.

IV.G. EDUCATIONAL LEAVE FOR REHABILITATION PROFESSIONALS

438. Employees in the following classes shall be granted five days of educational leave with pay per year to attend Department approved training courses, workshops and seminars. Full-time employees will become eligible for the educational leave after completion of six months of permanent employment. Part-time employees who work less than forty hours per week but more than twenty hours per week will become eligible for the educational leave after completion of one year of permanent employment. Scheduling of educational leave shall be by mutual agreement, subject to the staffing requirements of the Department.

2538	2548	2555	2566
2540	2550	2556	
2542	2551	2558	

439. Employees in the above listed classifications shall be entitled to sufficient educational leave with pay to attend Department approved training courses, workshops and seminars necessary to fulfill mandatory re-licensure requirements for licenses required as a condition of employment. If the leave provided in the preceding paragraph is not sufficient to meet this need over the re-licensure cycle, an employee in the listed classifications shall receive additional leave. In the event that an employee receives additional leave under this paragraph, the total number of hours of educational leave provided under this section (IV.G), including the days provided in the preceding paragraph, shall not exceed the number of hours necessary to fulfill the mandatory re-licensure requirements during the re-licensure cycle.

440. The Department of Public Health, at its sole discretion, may assign employees to additional training on paid status.

IV.H. GENERAL TRAINING

441. The City will use its best efforts to provide Local 21 represented employees with up to forty (40) hours of paid time off for job-related training and/or professional development, which shall include one day of professional development of an employee's choice, not to be unreasonably denied. Such time may include departmental-sponsored training and/or professional development; DHR sponsored training and/or professional development; and/or outside training and/or professional development approved by appointing officer or designee. The foregoing includes but is not limited to mandatory continuing education and/or training requirements.

ARTICLE V: WORKING CONDITIONS

V.A. HEALTH AND SAFETY

442. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.

443. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the Department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.

444. If the Department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the DPH OSH Program staff, if the Department does not have professional OSH staff.

445. If the Departmental or DPH OSH staff, and the employee and his/her representative do not agree the potentially hazardous condition will be evaluated by a panel of three (3) City OSH professionals who have not been involved in either of the previous evaluations.

446. Such evaluations shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.

447. In the event that either the employee or the Union disagrees with the evaluation of the three person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.

448. Upon request, the City shall provide the union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

V.B. ASSAULT DATA

449. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

V.C. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS

450. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

451. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

1. Eye Examinations

452. All represented employees, who are health service system members, shall be eligible for one (1) annual VDT examination and prescribed eyewear.

2. Breaks

453. Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.

3. Physical Plant

454. The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

455. a. Where necessary, effective glare screens shall be affixed to the front of such machines;

456. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

457. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

458. d. Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

4. Inspection of Machines

459. The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

5. Pregnancy

460. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

V.D. ALTERNATIVE, LIGHT AND/OR MODIFIED DUTY ASSIGNMENTS

461. The City Departments shall make good faith efforts to develop alternative assignments for disabled or pregnant employees whose doctors certify that they are temporarily unable to perform specified aspects of their regular job duties if, in the particular situation,

462. 1. There is sufficient work which the employee can perform available within the employee's job classification in the department, and

463. 2. In the opinion of the department head, assigning the work to the disabled employee or pregnant employee can be done without adversely affecting the operation of the department.

464. In the event a City-wide policy on alternative, light and/or modified duty assignments is proposed during the life of the Agreement, the parties agree to reopen this Section (V.D.) to meet and confer regarding such policy.

465. The City shall provide annual audiometric examinations in accordance with the City's Hearing Conservation Program.

V.E. PROTECTIVE CLOTHING

466. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her Appointing Officer.

467. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations. Individual requests for additional equipment may be forwarded to the UCRC for further attention.

V.F. COMFORT STANDARDS

468. The City shall make good faith efforts to provide adequate lounge, locker and comfort facilities.

V.G. UNIFORM ALLOWANCE

469. Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by the Agreement, shall be paid an annual uniform allowance of $175.00, or, in the case of lab coats or smocks, $100.00 no later than the first pay period in December of each year. The Department shall fix the appropriate amount for the allowance after meeting and conferring with the Union prior to September 1 of each year.

470. ~~No later than October 1, 2012, the Department of Public Health shall provide five (5) scrubs to employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment.~~ New employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment will be provided with five (5) scrubs within two weeks of appointment.

471. The Department of Public Health shall furnish employees (excluding as-needed employees) who are required by the Department of Public Health to wear scrubs in the course and scope of their employment with up to two (2) replacement scrubs in any twelve-month period. Scrubs shall also be replaced by the Department of Public Health if they are damaged in the course of the employee's performance of his or her duties.

V.H. UNIFORM ALLOWANCE (COMPUTER OPERATORS)

472. For employees in the Units 8Z and 11O, when properly working on machines, the City will provide smocks for the individuals occupying positions in Units 8Z and 11O, provided, however, that only those employees presently receiving said smocks shall continue to receive them. Smocks will be replaced at the City's expense when they are unserviceable, but in any event, not more than one smock per employee per year shall be issued. Total cost to the City of this provision shall not exceed one thousand dollars ($1,000) per fiscal year in each year of this agreement.

V.I. REIMBURSEMENT OF PERSONAL EXPENSES

473. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than 120 days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

V.J. FINGERPRINTING

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

V.K. TELECOMMUTING

475. The City and the Union recognize that telecommuting programs represent good public policy. Pursuant to the 2003-2006 Agreement, the Government Efficiency Committee reviewed the feasibility of implementing a telecommuting policy for the classifications represented by the Union.

476. Thereafter, the City convened a telecommuting committee (including representatives from City departments and the Union) which developed a comprehensive policy and program regarding telecommuting. Based on the recommendations of the committee, the City implemented a Citywide Telecommuting Policy and Program, copies of which are available on the Department of Human Resources Website **at www.sfdhr.org and incorporated herein for reference purposes only**.

477. An employee who meets the eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject

to the telecommuting appeal process. Either a telecommuting employee or the City may end a telecommuting arrangement at any time. However, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. Neither the Telecommuting Program nor this Section V.K. are subject to the grievance and arbitration procedure of this Agreement.

V.L. PAGERS/VOICEMAIL FOR REHABILITATION PROFESSIONALS

478. **Upon request** ~~T~~**the** City will provide Rehabilitation Professionals at California Children Services/Medical Treatment Union (CCS/MTU) pagers with voicemail and/or access to voicemail.

V.M. PAPERLESS PAY POLICY

479. **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.**

480. **Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available.**

481. **Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank card. Employees not signing up for either option will be defaulted into bank cards.**

482. **Prior to implementing this policy, the City will give all employee organizations a minimum of 30-days' advance notice.**

483. **The union hereby waives any further right to meet and confer over the Citywide Paperless Pay Policy or its implementation, including meet and confer over the effects of the policy.**

~~V.M. PRODUCTIVITY STANDARDS~~

~~Health at Home~~

~~484. The Productivity Standard for Health at Home is the following (or its equivalent):~~

~~Four (4) case manager revisits per day, or~~
~~Five (5) non-case manager revisits per day (Carry-calls)~~

~~485. It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:~~

~~1. A new referral or new admission is equal to two (2.0) revisits.~~
~~2. A re-certification visit is equal to 1.5 revisits.~~
~~3. A resumption of care visit is equal to 1.5 revisits.~~

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT

VI.A. SCOPE OF AGREEMENT

486. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section 8.409-3, which reads as follows:

487. Notwithstanding any other provisions of this charter, or of the ordinances, rules or regulations of the city and county of San Francisco and its departments, boards and commissions, the city and county of San Francisco, through its duly authorized representatives, and recognized employee organizations representing classifications of employees covered by this part shall have the mutual obligation to bargain in good faith on all matters within the scope of representation as defined by Government Code section 3504, relating to the wages, hours, benefits and other terms and conditions of city and county employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any agreement, and including agreements to provide binding arbitration of discipline and discharge; provided, however that, except insofar as they affect compensation, those matters within the jurisdiction of the civil service commission which establish, implement and regulate the civil service merit system shall not be subject to bargaining under this part: the authority, purpose definitions, administration and organization of the merit system and the civil service commission; policies, procedures and funding of the operations of the civil service commission and its staff; the establishment and maintenance of a classification plan including the classification and reclassification of positions and the allocation and reallocation of positions to the various classifications; status rights; the establishment of standards, procedures and qualifications for employment, recruitment, application, examination, selection, certification and appointment; the establishment, administration and duration of eligible lists; probationary status and the administration of probationary periods, except duration; pre-employment and fitness for duty medical examinations except for the conditions under which referrals for fitness for duty examinations will be made, and the imposition of new requirements; the designation of positions as exempt, temporary, limited tenure, part-time, seasonal or permanent; resignation with satisfactory service and reappointment; exempt entry level appointment of the handicapped; approval of payrolls; and conflict of interest. Nothing in this paragraph shall limit the obligation of the civil service commission to meet and confer as appropriate under state law.

VI.B. SAVINGS CLAUSE

488. Should any part of this Memorandum 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.

489. Any term of condition of this Agreement which conflicts with the Fair Labor Standards Act, Title U.C.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Act and/or the rules and regulations thereto continue to be applicable to the City and County of San Francisco. Should any dispute over the application of the Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

VI.C. AMENDMENT OR MODIFICATION

490. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified by mutual consent of the parties. Such amendments(s) shall be reduced to writing.

VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER PROCESS

491. This Memorandum of Understanding shall be in effect from ~~July 1, 2012~~ **July 1, 2014** through and inclusive of ~~June 30, 2014~~ **June 30, 2017**.

492. Upon mutual agreement, the parties may reopen this agreement for the sole purpose of addressing recruitment or retention difficulties with the City's engineers.

IN WITNESS HEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2012~~4~~.

FOR THE CITY

Micki Callahan Date
Human Resources Director
City and County of San Francisco

Emily Prescott Date
Chief Negotiator
City and County of San Francisco

Approved As To Form:
DENNIS J. HERRERA
City Attorney

Elizabeth Salveson 5-28-14
By: Elizabeth Salveson Date
Chief Labor Attorney
City and County of San Francisco

FOR THE UNION

Bob Muscat Date
Executive Director
IFPTE, Local 21

Bob Britton Date
Chief Negotiator
IFPTE, Local 21

APPENDIX A: LOCAL 21 REPRESENTED CLASSIFICATIONS

The following list of classes is subject to change. Please refer to Administrative Code Section 16.200 through Section 16.222 of the San Francisco Administrative Code (Employee Relations Ordinance) for the most current list of represented classifications.

(As of July 1, 2012)

ID	Job Code	Description	Union Code	Barg Unit
COMMN	1002	IS Operator-Journey	021	7
SFMTA	1002	IS Operator-Journey	021	7
COMMN	1003	IS Operator-Senior	021	7
SFMTA	1003	IS Operator-Senior	021	7
COMMN	1004	IS Operator-Analyst	021	7
SFMTA	1004	IS Operator-Analyst	021	7
COMMN	1005	IS Operator-Supervisor	021	7
SFMTA	1005	IS Operator-Supervisor	021	7
COMMN	1011	IS Technician Assistant	021	7
SFMTA	1011	IS Technician Assistant	021	7
COMMN	1012	IS Technical-Journey	021	7
SFMTA	1012	IS Technical-Journey	021	7
COMMN	1013	IS Technician-Senior	021	7
SFMTA	1013	IS Technician-Senior	021	7
COMMN	1014	IS Technician-Supervisor	021	7
SFMTA	1014	IS Technician-Supervisor	021	7
COMMN	1021	IS Administrator 1	021	7
SFMTA	1021	IS Administrator 1	021	7
COMMN	1022	IS Administrator 2	021	7
SFMTA	1022	IS Administrator 2	021	7
COMMN	1023	IS Administrator 3	021	7
SFMTA	1023	IS Administrator 3	021	7
COMMN	1024	IS Administrator-Supervisor	021	7
SFMTA	1024	IS Administrator-Supervisor	021	7
COMMN	1031	IS Trainer-Assistant	021	7
SFMTA	1031	IS Trainer-Assistant	021	7
COMMN	1032	IS Trainer-Journey	021	7
SFMTA	1032	IS Trainer-Journey	021	7
COMMN	1033	IS Trainer-Senior	021	7
SFMTA	1033	IS Trainer-Senior	021	7
COMMN	1041	IS Engineer-Assistant	021	7
SFMTA	1041	IS Engineer-Assistant	021	7
COMMN	1042	IS Engineer-Journey	021	7
SFMTA	1042	IS Engineer-Journey	021	7
COMMN	1043	IS Engineer-Senior	021	7
SFMTA	1043	IS Engineer-Senior	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
COMMN	1044	IS Engineer-Principal	021	7
SFMTA	1044	IS Engineer-Principal	021	7
COMMN	1051	IS Business Analyst-Assistant	021	7
SFMTA	1051	IS Business Analyst-Assistant	021	7
COMMN	1052	IS Business Analyst	021	7
SFMTA	1052	IS Business Analyst	021	7
COMMN	1053	IS Business Analyst-Senior	021	7
SFMTA	1053	IS Business Analyst-Senior	021	7
COMMN	1054	IS Business Analyst-Principal	021	7
SFMTA	1054	IS Business Analyst-Principal	021	7
COMMN	1061	IS Program Analyst-Assistant	021	7
SFMTA	1061	IS Program Analyst-Assistant	021	7
COMMN	1062	IS Programmer Analyst	021	7
SFMTA	1062	IS Programmer Analyst	021	7
COMMN	1063	IS Programmer Analyst-Senior	021	7
SFMTA	1063	IS Programmer Analyst-Senior	021	7
COMMN	1064	IS Prg Analyst-Principal	021	7
SFMTA	1064	IS Prg Analyst-Principal	021	7
COMMN	1070	IS Project Director	021	7
SFMTA	1070	IS Project Director	021	7
	1094	IT Operations Support Administrator IV	021	7
COMMN	1130	Youth Comm Advisor, Bd of Sprv	022	8
COMMN	1203	Personnel Technician	022	8
SFMTA	1203	Personnel Technician	022	8
COMMN	1231	Assistant Manager, EEO	022	8
SFMTA	1231	Assistant Manager, EEO	022	8
COMMN	1232	Training Officer	021	7
SFMTA	1232	Training Officer	021	7
COMMN	1233	EEO Programs Specialist	022	8
SFMTA	1233	EEO Programs Specialist	022	8
COMMN	1241	Personnel Analyst	022	8
SFMTA	1241	Personnel Analyst	022	8
COMMN	1244	Senior Personnel Analyst	022	8
SFMTA	1244	Senior Personnel Analyst	022	8
COMMN	1246	Principal Personnel Analyst	022	8
SFMTA	1246	Principal Personnel Analyst	022	8
COMMN	1312	Public Information Officer	021	7
SFMTA	1312	Public Information Officer	021	7
COMMN	1314	Public Relations Officer	021	7
SFMTA	1314	Public Relations Officer	021	7
COMMN	1360	Special Assistant 1	021	7
SFMTA	1360	Special Assistant 1	021	7
COMMN	1361	Special Assistant 2	021	7
SFMTA	1361	Special Assistant 2	021	7
COMMN	1362	Special Assistant 3	021	7
SFMTA	1362	Special Assistant 3	021	7

ID	Job Code	Description	Union Code	Barg Unit
COMMN	1363	Special Assistant 4	021	7
SFMTA	1363	Special Assistant 4	021	7
COMMN	1364	Special Assistant 5	021	7
SFMTA	1364	Special Assistant 5	021	7
COMMN	1365	Special Assistant 6	021	7
SFMTA	1365	Special Assistant 6	021	7
COMMN	1366	Special Assistant 7	021	7
SFMTA	1366	Special Assistant 7	021	7
COMMN	1367	Special Assistant 8	021	7
SFMTA	1367	Special Assistant 8	021	7
COMMN	1368	Special Assistant 9	021	7
SFMTA	1368	Special Assistant 9	021	7
COMMN	1369	Special Assistant 10	021	7
SFMTA	1369	Special Assistant 10	021	7
COMMN	1370	Special Assistant 11	021	7
SFMTA	1370	Special Assistant 11	021	7
COMMN	1371	Special Assistant 12	021	7
SFMTA	1371	Special Assistant 12	021	7
COMMN	1452	Executive Secretary 2	022	8
SFMTA	1452	Executive Secretary 2	022	8
COMMN	1454	Executive Secretary 3	022	8
SFMTA	1454	Executive Secretary 3	022	8
COMMN	1492	Asst Clerk, Board of Supervisors	022	8
SFMTA	1492	Asst Clerk, Board of Supervisors	022	8
COMMN	1512	Confidential Sctry & Ex Asst Publ Dfdr	022	8
SFMTA	1512	Confidential Sctry & Ex Asst Publ Dfdr	022	8
COMMN	1520	Confidential Sctry to District Attorney	022	8
SFMTA	1520	Confidential Sctry to District Attorney	022	8
COMMN	1522	Confidential Sctry to City Attorney	022	8
SFMTA	1522	Confidential Sctry to City Attorney	022	8
COMMN	1543	Secretary, Comm on the Environment	022	8
COMMN	1544	Secretary, Library Commission	022	8
SFMTA	1544	Secretary, Library Commission	022	8
COMMN	1548	Sctry, Human Svcs. Commission	022	8
SFMTA	1548	Sctry, Human Svcs. Commission	022	8
COMMN	1549	Sctry, Juvenile Probation Commission	022	8
SFMTA	1549	Sctry, Juvenile Probation Commission	022	8
COMMN	1551	Secretary, Health Commission	022	8
SFMTA	1551	Secretary, Health Commission	022	8
COMMN	1555	Sctry, Bldg Inspection Commission	022	8
COMMN	1574	Ex Asst to the Controller	022	8
COMMN	1649	Accountant Intern	021	7
SFMTA	1649	Accountant Intern	021	7
COMMN	1650	Accountant	021	7
SFMTA	1650	Accountant	021	7
COMMN	1652	Senior Accountant	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	1652	Senior Accountant	021	7
COMMN	1654	Principal Accountant	021	7
SFMTA	1654	Principal Accountant	021	7
COMMN	1657	Senior Systems Accountant	021	7
SFMTA	1657	Senior Systems Accountant	021	7
COMMN	1670	Financial Systems Supervisor	021	7
SFMTA	1670	Financial Systems Supervisor	021	7
COMMN	1684	Associate Auditor	021	7
SFMTA	1684	Associate Auditor	021	7
COMMN	1686	Supervising Auditor	021	7
SFMTA	1686	Supervising Auditor	021	7
COMMN	1803	Performance Analyst I	021	7
COMMN	1804	Statistician	021	7
SFMTA	1804	Statistician	021	7
COMMN	1805	Performance Analyst II	021	7
SFMTA	1805	Performance Analyst II	021	7
COMMN	1806	Senior Statistician	021	7
SFMTA	1806	Senior Statistician	021	7
	1807	Performance Man III, Project Man	022	8
COMMN	1823	Senior Administrative Analyst	021	7
SFMTA	1823	Senior Administrative Analyst	021	7
COMMN	1824	Pr Administrative Analyst	021	7
SFMTA	1824	Pr Administrative Analyst	021	7
COMMN	1825	Pr Administrative Analyst II	021	7
SFMTA	1825	Pr Administrative Analyst II	021	7
COMMN	1827	Administrative Services Mgr	021	7
SFMTA	1827	Administrative Services Mgr	021	7
	1830	Performance Analyst III - Project Manager	021	7
COMMN	1835	Legislative Assistant	022	8
SFMTA	1835	Legislative Assistant	022	8
COMMN	1944	Materials Coordinator	021	7
SFMTA	1944	Materials Coordinator	021	7
COMMN	1950	Assistant Purchaser	021	7
SFMTA	1950	Assistant Purchaser	021	7
COMMN	1952	Purchaser	021	7
SFMTA	1952	Purchaser	021	7
COMMN	1956	Senior Purchaser	021	7
SFMTA	1956	Senior Purchaser	021	7
COMMN	1958	Supervising Purchaser	021	7
SFMTA	1958	Supervising Purchaser	021	7
COMMN	2107	Med Staff Svcs Dept Anl	021	7
COMMN	2119	Health Care Analyst	021	7
COMMN	2218	Physician Assistant	021	7
COMMN	2403	Forensic Laboratory Technician	021	7
COMMN	2456	Asst Forensic Toxicologist 1	021	7
COMMN	2457	Asst Forensic Toxicologist 2	021	7

ID	Job Code	Description	Union Code	Barg Unit
COMMN	2458	Forensic Toxicologist	021	7
COMMN	2481	Water Quality Tech I/II	021	7
COMMN	2482	Water Quality Tech III	021	7
COMMN	2483	Biologist I/II	021	7
COMMN	2484	Biologist III	021	7
COMMN	2485	Supv Biologist	021	7
COMMN	2486	Chemist I/II	021	7
COMMN	2487	Chemist III	021	7
COMMN	2488	Supv Chemist	021	7
COMMN	2489	Lab Svcs Mgr	021	7
COMMN	2538	Audiometrist	021	7
SFMTA	2538	Audiometrist	021	7
COMMN	2540	Audiologist	021	7
SFMTA	2540	Audiologist	021	7
COMMN	2542	Speech Pathologist	021	7
SFMTA	2542	Speech Pathologist	021	7
COMMN	2548	Occupational Therapist	021	7
SFMTA	2548	Occupational Therapist	021	7
COMMN	2550	Senior Occupational Therapist	021	7
SFMTA	2550	Senior Occupational Therapist	021	7
COMMN	2551	Mental Health Treatment Spec	021	7
SFMTA	2551	Mental Health Treatment Spec	021	7
COMMN	2555	Physical Therapist Assistant	021	7
SFMTA	2555	Physical Therapist Assistant	021	7
COMMN	2556	Physical Therapist	021	7
SFMTA	2556	Physical Therapist	021	7
COMMN	2558	Senior Physical Therapist	021	7
SFMTA	2558	Senior Physical Therapist	021	7
COMMN	2566	Rehabilitation Counselor	021	7
SFMTA	2566	Rehabilitation Counselor	021	7
COMMN	2589	Health Program Coordinator 1	021	7
SFMTA	2589	Health Program Coordinator 1	021	7
COMMN	2591	Health Program Coordinator 2	021	7
SFMTA	2591	Health Program Coordinator 2	021	7
COMMN	2593	Health Program Coordinator 3	021	7
SFMTA	2593	Health Program Coordinator 3	021	7
COMMN	2594	Employee Assistance Counselor	021	7
SFMTA	2594	Employee Assistance Counselor	021	7
COMMN	2595	Sr. Employee Asst Counselor	021	7
SFMTA	2595	Sr. Employee Asst Counselor	021	7
COMMN	2802	Epidemiologist 1	021	7
SFMTA	2802	Epidemiologist 1	021	7
COMMN	2803	Epidemiologist 2	021	7
SFMTA	2803	Epidemiologist 2	021	7
COMMN	2819	Assistant Health Educator	021	7
SFMTA	2819	Assistant Health Educator	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
COMMN	2822	Health Educator	021	7
SFMTA	2822	Health Educator	021	7
COMMN	2825	Senior Health Educator	021	7
SFMTA	2825	Senior Health Educator	021	7
COMMN	2846	Nutritionist	021	7
SFMTA	2846	Nutritionist	021	7
COMMN	2924	Medical Social Work Supervisor	021	7
SFMTA	2924	Medical Social Work Supervisor	021	7
COMMN	2978	Contract Compliance Officer 2	021	7
SFMTA	2978	Contract Compliance Officer 2	021	7
COMMN	2982	Rent Board Supervisor	021	7
SFMTA	2982	Rent Board Supervisor	021	7
COMMN	2992	Contract Compliance Officer 1	021	7
SFMTA	2992	Contract Compliance Officer 1	021	7
COMMN	3374	Volunteer/Outreach Coordinator	021	7
COMMN	4140	Real Property Manager	021	7
COMMN	4142	Senior Real Property Officer	021	7
COMMN	4143	Principal Real Property Ofc	021	7
COMMN	4220	Personal Property Auditor	021	7
COMMN	4222	Sr Personal Property Auditor	021	7
COMMN	4224	Pr Personal Property Auditor	021	7
COMMN	4230	Estate Investigator	021	7
COMMN	4231	Senior Estate Investigator	021	7
COMMN	4260	Real Prop Appraiser Trainee	021	7
COMMN	4261	Real Property Appraiser	021	7
COMMN	4265	Senior Real Property Appraiser	021	7
COMMN	4267	Pr Real Property Appraiser	021	7
COMMN	5120	Architectural Administrator	021	7
SFMTA	5120	Architectural Administrator	021	7
COMMN	5130	Sewage Treatment Plant Supt	021	7
SFMTA	5130	Sewage Treatment Plant Supt	021	7
COMMN	5174	Administrative Engineer	021	7
SFMTA	5174	Administrative Engineer	021	7
COMMN	5177	Safety Officer	021	7
SFMTA	5177	Safety Officer	021	7
COMMN	5201	Junior Engineer	021	7
SFMTA	5201	Junior Engineer	021	7
COMMN	5203	Asst Engineer	021	7
SFMTA	5203	Asst Engineer	021	7
COMMN	5207	Assoc Engineer	021	7
SFMTA	5207	Assoc Engineer	021	7
COMMN	5209	Industrial Engineer	021	7
SFMTA	5209	Industrial Engineer	021	7
COMMN	5211	Sr Engineer	021	7
SFMTA	5211	Sr Engineer	021	7
COMMN	5212	Principal Engineer	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	5212	Principal Engineer	021	7
COMMN	5214	Building Plans Engineer	021	7
SFMTA	5214	Building Plans Engineer	021	7
COMMN	5215	Fire Protection Engineer	021	7
SFMTA	5215	Fire Protection Engineer	021	7
COMMN	5216	Chief Surveyor	021	7
SFMTA	5216	Chief Surveyor	021	7
COMMN	5218	Structural Engineer	021	7
SFMTA	5218	Structural Engineer	021	7
COMMN	5219	Senior Structural Engineer	021	7
SFMTA	5219	Senior Structural Engineer	021	7
COMMN	5241	Engineer	021	7
SFMTA	5241	Engineer	021	7
COMMN	5260	Architectural Assistant 1	021	7
SFMTA	5260	Architectural Assistant 1	021	7
COMMN	5261	Architectural Assistant 2	021	7
SFMTA	5261	Architectural Assistant 2	021	7
COMMN	5262	Landscape Architect Assoc 1	021	7
SFMTA	5262	Landscape Architect Assoc 1	021	7
COMMN	5265	Architectural Associate 1	021	7
SFMTA	5265	Architectural Associate 1	021	7
COMMN	5266	Architectural Associate 2	021	7
SFMTA	5266	Architectural Associate 2	021	7
COMMN	5268	Architect	021	7
SFMTA	5268	Architect	021	7
COMMN	5272	Landscape Architect Assoc 2	021	7
SFMTA	5272	Landscape Architect Assoc 2	021	7
COMMN	5273	Principal Architect	021	7
SFMTA	5273	Principal Architect	021	7
COMMN	5274	Landscape Architect	021	7
SFMTA	5274	Landscape Architect	021	7
COMMN	5275	Planner Technician	021	7
SFMTA	5275	Planner Technician	021	7
COMMN	5276	City Planning Intern	021	7
SFMTA	5276	City Planning Intern	021	7
COMMN	5277	Planner 1	021	7
SFMTA	5277	Planner 1	021	7
COMMN	5278	Planner 2	021	7
SFMTA	5278	Planner 2	021	7
COMMN	5283	Planner 5	021	7
SFMTA	5283	Planner 5	021	7
COMMN	5288	Transit Planner 2	021	7
SFMTA	5288	Transit Planner 2	021	7
COMMN	5289	Transit Planner III	021	7
SFMTA	5289	Transit Planner III	021	7
COMMN	5290	Transit Planner 4	021	7

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	5290	Transit Planner 4	021	7
COMMN	5291	Planner 3	021	7
SFMTA	5291	Planner 3	021	7
COMMN	5293	Planner 4	021	7
SFMTA	5293	Planner 4	021	7
COMMN	5298	Planner 3-Environmental Review	021	7
SFMTA	5298	Planner 3-Environmental Review	021	7
COMMN	5299	Planner 4-Environmental Review	021	7
SFMTA	5299	Planner 4-Environmental Review	021	7
COMMN	5301	Sprv, Traffic Painting Program	021	7
SFMTA	5301	Sprv, Traffic Painting Program	021	7
COMMN	5302	Traffic Survey Technician	021	7
SFMTA	5302	Traffic Survey Technician	021	7
COMMN	5303	Sprv, Traffic & Street Signs	021	7
SFMTA	5303	Sprv, Traffic & Street Signs	021	7
COMMN	5304	Materials Testing Aide	021	7
SFMTA	5304	Materials Testing Aide	021	7
COMMN	5305	Materials Testing Technician	021	7
SFMTA	5305	Materials Testing Technician	021	7
COMMN	5306	Traffic Sign Manager	021	7
SFMTA	5306	Traffic Sign Manager	021	7
COMMN	5310	Survey Assistant I	021	7
SFMTA	5310	Survey Assistant I	021	7
COMMN	5312	Survey Assistant II	021	7
SFMTA	5312	Survey Assistant II	021	7
COMMN	5314	Survey Associate	021	7
SFMTA	5314	Survey Associate	021	7
COMMN	5320	Illustrator and Art Designer	021	7
SFMTA	5320	Illustrator and Art Designer	021	7
COMMN	5330	Graphics Supervisor	021	7
SFMTA	5330	Graphics Supervisor	021	7
COMMN	5362	Civil Engineering Assistant	021	7
SFMTA	5362	Civil Engineering Assistant	021	7
COMMN	5364	Civil Engineering Associate 1	021	7
SFMTA	5364	Civil Engineering Associate 1	021	7
COMMN	5366	Engineering Associate 2	021	7
SFMTA	5366	Engineering Associate 2	021	7
COMMN	5380	StdntDsgnTrain1, Arch/Eng/Plng	021	7
SFMTA	5380	StdntDsgnTrain1, Arch/Eng/Plng	021	7
COMMN	5381	StdntDsgn Train2/Arch/Eng/Plng	021	7
SFMTA	5381	StdntDsgn Train2/Arch/Eng/Plng	021	7
COMMN	5382	StdntDsgnTrain3, Arch/Eng/Plng	021	7
SFMTA	5382	StdntDsgnTrain3, Arch/Eng/Plng	021	7
COMMN	5408	Coord of Citizen Involvement	021	7
SFMTA	5408	Coord of Citizen Involvement	021	7
COMMN	5502	Project Manager 1	021	7

ID	Job Code	Description	Union Code	Barg Unit
SFMTA	5502	Project Manager 1	021	7
COMMN	5504	Project Manager 2	021	7
SFMTA	5504	Project Manager 2	021	7
COMMN	5506	Project Manager 3	021	7
SFMTA	5506	Project Manager 3	021	7
COMMN	5508	Project Manager 4	021	7
SFMTA	5508	Project Manager 4	021	7
COMMN	5601	Utility Analyst	021	7
COMMN	5602	Utility Specialist	021	7
COMMN	5620	Regulatory Specialist	021	7
SFMTA	5620	Regulatory Specialist	021	7
COMMN	5638	Environmental Assistant	021	7
COMMN	5640	Environmental Specialist	021	7
COMMN	5642	Sr. Environmental Specialist	021	7
COMMN	5644	Principal Environ Specialist	021	7
	6115	Wastewater Control Inspector	021	7
COMMN	6116	Sprv Wastewater Cont Inspector	021	7
SFMTA	6116	Sprv Wastewater Cont Inspector	021	7
COMMN	6130	Safety Analyst	021	7
SFMTA	6130	Safety Analyst	021	7
COMMN	6137	Assistant Industrial Hygienist	021	7
SFMTA	6137	Assistant Industrial Hygienist	021	7
COMMN	6138	Industrial Hygienist	021	7
SFMTA	6138	Industrial Hygienist	021	7
	6222	Deputy Sealer of Weights and Measures	021	7
COMMN	6230	Street Inspector	021	7
SFMTA	6230	Street Inspector	021	7
COMMN	6231	Senior Street Inspector	021	7
SFMTA	6231	Senior Street Inspector	021	7
COMMN	6232	Street Inspection Supervisor	021	7
SFMTA	6232	Street Inspection Supervisor	021	7
COMMN	6262	Plan Checker-Architectural	021	7
SFMTA	6262	Plan Checker-Architectural	021	7
COMMN	6266	Senior Plan Checker	021	7
SFMTA	6266	Senior Plan Checker	021	7
COMMN	6270	Housing Inspector	021	7
SFMTA	6270	Housing Inspector	021	7
COMMN	6272	Senior Housing Inspector	021	7
SFMTA	6272	Senior Housing Inspector	021	7
COMMN	6274	Chief Housing Inspector	021	7
SFMTA	6274	Chief Housing Inspector	021	7
COMMN	6281	Fire Safety Inspector 2	021	7
SFMTA	6281	Fire Safety Inspector 2	021	7
	6317	Assistant Construction Inspector	021	7
COMMN	6318	Construction Inspector	021	7
SFMTA	6318	Construction Inspector	021	7

APPENDIX A

ID	Job Code	Description	Union Code	Barg Unit
	6319	Senior Construction Inspector	021	7
COMMN	6335	Disability Access Coordinator	021	7
SFMTA	6335	Disability Access Coordinator	021	7
COMMN	7132	Telecommunication Supervisor	021	7
SFMTA	7132	Telecommunication Supervisor	021	7
COMMN	7336	Electr Instrmntn Tech Wtr Poll	021	7
SFMTA	7336	Electr Instrmntn Tech Wtr Poll	021	7
COMMN	7457	Sign Worker	021	7
SFMTA	7457	Sign Worker	021	7
COMMN	8116	Legislative Calendar Clerk	022	8
SFMTA	8116	Legislative Calendar Clerk	022	8
COMMN	8118	Legislation Clerk	022	8
SFMTA	8118	Legislation Clerk	022	8
	8132	District Atty's Investigative Asst	021	7
COMMN	8151	Claims Investigator, CA	022	8
SFMTA	8151	Claims Investigator, CA	022	8
COMMN	8152	SrClaimsInvstgtor,Cty Atty Ofc	022	8
SFMTA	8152	SrClaimsInvstgtor,Cty Atty Ofc	022	8
COMMN	8167	Parking Hearing Examiner	021	7
SFMTA	8167	Parking Hearing Examiner	021	7
COMMN	8169	Legislative Asst City Atty Ofc	022	8
SFMTA	8169	Legislative Asst City Atty Ofc	022	8
COMMN	8173	Legal Assistant	021	7
SFMTA	8173	Legal Assistant	021	7
COMMN	8219	Parking Enforcement Admin	021	7
SFMTA	8219	Parking Enforcement Admin	021	7
COMMN	8240	Pub Safety Communication Coord	021	7
SFMTA	8240	Pub Safety Communication Coord	021	7
COMMN	8259	Criminalist I	021	7
COMMN	8260	Criminalist II	021	7
SFMTA	8260	Criminalist II	021	7
COMMN	8262	Criminalist III	021	7
SFMTA	8262	Criminalist III	021	7
COMMN	8264	Forensic Document Examiner	021	7
SFMTA	8264	Forensic Document Examiner	021	7
SFMTA	9151	Real Estate Development Manager, SFMTA		
COMMN	9206	Airport Property Specialist 1	021	7
COMMN	9255	Airport Economic Planner	021	7
COMMN	9376	Market Research Spec, Port	021	7
COMMN	9377	Feasibility Analyst, Port	021	7
COMMN	9386	Senior Property Manager, Port	021	7
COMMN	9393	Maritime Marketing Repr	021	7
COMMN	9395	Property Manager, Port	021	7

APPENDIX B: SCHEDULES OF COMPENSATION

(To be appended by September 30, 2012~~4~~)

APPENDIX C: CIP ADDENDUM

CAPITAL IMPROVEMENT PLAN PROJECTS MOU ADDENDUM TO THE 2012-2014 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

Introduction

San Francisco faces an unprecedented challenge: to restore its aging water system to ensure a reliable Bay Area water supply and avoid system outages which could be caused by natural disasters. The City faces similar challenges in maintaining, restoring, and improving other essential City infrastructure components.

The parties recognize that achievement of this goal requires an extraordinary level of labor-management cooperation, and that disagreements regarding contracting out, terms and conditions of employment, hiring and promotion methods, and other matters have the potential to interfere with implementation of the City's capital projects. The parties further recognize that the success of the City's capital projects will require new and innovative approaches in many employment-related areas including recruitment, hiring, promotion, training, work rules, compensation, evaluation, and management.

The purpose of this Agreement is to promote the efficiency of design, construction management and project management operations for the City's capital projects and provide for efficient resolution of labor disputes and grievances, thereby promoting the public interest in assuring the timely and economical completion of capital projects.

Findings

WHEREAS, the City is or will be engaged in a number of significant capital projects in the coming years which will require that work proceed in an efficient manner without delay or disruption because of disagreements between the City and the Union; and

WHEREAS, the largest capital project the City faces is the modernization and repair of the Hetch Hetchy water supply system;

WHEREAS, the voters passed Propositions A and E, ensuring that funding is available to complete this ambitious program in a timely manner; and

WHEREAS, the voters have found that "the protection, maintenance and repair of the [Hetch Hetchy water supply] system are among their highest priorities"; and

WHEREAS, the PUC CIP consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water and may in the future also consists of a Clean Water Improvement Program and a Repair and Replacement Program; and

WHEREAS, successful completion of the PUC CIP is of the utmost importance to the general public in the San Francisco Bay Area and the state; and

WHEREAS, the Public Utilities Commission (PUC), the Department of Public Works (DPW) and the Department of Human Resources are strategic partners on the PUC CIP and have entered into MOUs memorializing their agreements to share responsibility for completion of the PUC CIP; and

WHEREAS, successful completion of City capital projects is of the utmost importance to the general public; and

WHEREAS, the interests of the general public, the City and County of San Francisco and IFPTE, Local 21 are best served if the work on all capital projects proceeds in an efficient manner without delay or disruption because of disagreements between the City and the Union; and

WHEREAS, the City and the Union desire to establish specific and unique terms and conditions of employment to ensure the City's capital projects are completed with utmost quality, with in-house staff to the greatest extent practicable and on-time and on-budget; and

WHEREAS, through this Agreement, the City and the Union desire to encourage close cooperation which ensures that a satisfactory and harmonious relationship will exist among the parties; and

WHEREAS, the current collective bargaining agreement between Local 21 and the City shall be amended by the Board of Supervisors to incorporate this Agreement; and

WHEREAS, this Agreement shall not replace, interfere, abrogate, diminish or modify the terms and conditions of the parties' existing collective bargaining agreement except as specifically amended; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the City's capital projects.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I - DEFINITIONS

1.1 "Agreement" means "Capital Improvement Plan Projects MOU Addendum" between the City and Local 21 covering the City's capital projects.

1.2 "Capital Improvement Program" or "CIP" means the Capital Improvement Program of the San Francisco Public Utilities Commission which consists of approximately 38 infrastructure improvement projects for regional water and approximately 39 infrastructure improvement projects for local water, all of which will be bond funded. The CIP may also in the future include a bond-funded Clean Water Improvement Program and a Repair and Replacement Program in which annual water revenues will be utilized for ongoing maintenance of these regional and water projects.

1.3 "Major Capital Projects" as used herein mean those capital projects with budgets for construction, professional /personal services, purchase, or installation that continue over a multi-year period and that provide facilities, systems or equipment with a useful life of three years or more or extend the useful life of a facility, system or equipment for three years or more and that: 1) exceed five (5) million dollars ($5,000,000.00); or 2) exceed one million dollars ($1,000,000.00) and which are certified by the Appointing Officer and the City Administrator's Office as so significantly complex as to merit additional compensation for those employees working on such projects. Significantly complex projects are those projects that involve three or more engineering disciplines and that:

i. carry a high degree of consequence of error that could result in potentially significant bond penalties or potential loss of significant grant or bond funding; and or,

ii. require significant involvement in negotiation and consensus building among a variety of stakeholders, including regulatory agencies; involve complex, unusual or unique construction or fabrication methods; and that are generally highly visible.

1.4 The decision of the Appointing Officer and/or City Administrator's Office regarding the complexity of a capital project as provided in paragraph 1.3 above shall not be subject to the grievance procedures under this Agreement or to interest arbitration.

1.5 "City" means City and County of San Francisco.

1.6 "CSC" means the Civil Service Commission of the City and County of San Francisco.

1.7 "Day" means calendar days, unless otherwise expressly provided.

1.8 "DHR" means Department of Human Resources, a department of the City.

1.9 "DPW" means Department of Public Works, a department of the City.

1.10 "MTA" means Municipal Transportation Agency.

1.11 "Emergency" means unanticipated event or delay that impacts the functionality of the water system.

1.12 "JUCC" means Joint Union-City Committee, a joint labor management committee between the City and Local 21.

1.13 "Local 21" means "Union" or "International Federation of Professional and Technical Engineers (IFPTE), Local 21."

1.14 "MMBA" means the Meyers-Milias-Brown Act, Government Code section 3500 et seq.

1.15 "MOU" means the memorandum of understanding between the City and Local 21.

1.16 "Parties" means the City and County of San Francisco and the International Federation of Professional and Technical Engineers (IFPTE), Local 21.

1.17 "Planning" means the activities of employees in the classes covered by this Agreement during the pre-design and/or planning phase of the City's capital projects.

1.18 "PUC" means Public Utilities Commission, a department of the City.

1.19 "RFP" or "RFQ" means Request for Proposal or Request for Qualifications.

1.20 "UCRC" means Union/City Relations Committee.

ARTICLE II – SCOPE OF AGREEMENT

2.1 Parties. Subject to approval by the Board of Supervisors and ratification by the Union, the Agreement shall apply to the City and County of San Francisco and IFPTE, Local 21.

2.2 Covered Classifications. This Agreement shall govern the following Local 21 represented design, construction management and project management classifications.

5120 Architectural Administrator
5174 Administrative Engineer
5201 Junior Engineer
5203 Assistant Engineer
5205 Associate Materials Engineer
5207 Associate Engineer
5211 Senior Engineer
5212 Principal Engineer

5218 Structural Engineer
5219 Senior Structural Engineer
5241 Engineer
5260 Architectural Assistant I
5261 Architectural Assistant II
5262 Landscape Architect Associate I
5265 Architectural Associate I
5266 Architectural Associate II
5268 Architect
5270 Senior Architect
5272 Landscape Architect Associate II
5273 Principal Architect
5274 Landscape Architect
5275 Senior Landscape Architect
5304 Materials Testing Aide
5305 Materials Testing Technician
5310 Survey Assistant I
5312 Survey Assistant II
5314 Survey Associate
5216 Chief Surveyor
5342 Mechanical Engineering Assistant I
5350 Electrical Engineering Assistant I
5362 Civil Engineering Assistant
5364 Civil Engineering Associate I
5366 Civil Engineering Associate II
5502 Project Manager I
5504 Project Manager II
5506 Project Manager III
5508 Project Manager IV
5601 Utility Analyst
5602 Utility Specialist
5620 Regulatory Specialist
6318 Construction Inspector
6319 Senior Construction Inspector
6335 Disability Access Coordinator
9195 Light Rail Vehicle Equipment Engineer
9196 Senior Light Rail Vehicle Engineer
9197 Signal & Systems Engineer

This Agreement may also cover other classes for which 50% or more of assigned duties of the incumbents are devoted to major capital projects. Such classes shall be recommended by the JUCC, the Assistant General Manager for Infrastructure and the Deputy Director for Engineering to the Human Resources Director for approval after appropriate consultation with affected Departments.

2.3 Covered Departments. Subject to the limitations of Charter Section 8A.104, this Agreement shall govern all City departments engaging in major capital projects; except for Article IV (Contracting) and Article VI (JUCC), which shall govern only the PUC and DPW. The San Francisco Unified School District and the Community College District are not covered by the Agreement.

2.4 Exclusions

2.4.1 Except as set forth herein, the Agreement is not intended to, and shall not affect Local 21 represented classes not covered in Section 2.2.

2.4.2 This Agreement shall not abrogate, diminish or modify the jurisdiction and requirements of the State Constitution, State Codes, Charter, the Administrative Code and the Civil Service Commission and Civil Service Commission Rules. Matters within the jurisdiction of the Civil Service Commission as set forth in Charter Section A8.409-3 are not subject to any interest or grievance arbitration procedure.

2.4.3 This agreement shall not apply where acceptance of funding from a state or federal agency precludes its application.

ARTICLE III – STAFFING

3.1 Principles

3.1.1 The parties agree that in order to maximize City employment opportunities, it is necessary to hire and promote highly qualified employees quickly and efficiently. The parties acknowledge that many employees involved in capital projects possess state licenses in engineering, architecture and other specialties; such licenses often establish a candidate's minimum qualifications for employment; and, with respect to licensed professionals, employment and promotional decisions are best addressed at the departmental level.

3.1.2 The parties agree that the hiring methods employed on the CIP and other capital projects throughout the City should be fair, should honor the merit system, should command public confidence, and should be focused on creating a talented city workforce.

3.1.3 The parties agree that this Article covers matters within the jurisdiction of the Civil Service Commission and shall be administered subject to Civil Service Commission Rules and procedures.

3.2 Hiring

3.2.1 Continuous Testing. As permitted under Civil Service Rule III, the Union agrees to the use of continuous testing for all classes covered by this agreement.

3.2.2 Certification Rules. In accordance with Civil Service Rule 113, the parties agree to the following certification rules for covered classes:

a. Rule of the List. Classes 5211 (Senior Engineer), 5212 (Principal Engineer), 5270 (Senior Architect), 5273 (Principal Architect) and 5275 (Senior Landscape Architect) shall utilize the Rule of the List.

b. Rule of Seven scores. Classes 5174 (Administrative Engineer), 5241 (Engineer), 5268 (Architect) and 5274 (Landscape Architect) shall utilize a ranked list and the Rule of Seven scores.

c. Rule of Five scores. Classes 5266 (Architectural Assistant II) and 5272 (Landscape Architect Associate II) shall utilize a ranked list and the same certification rule (Rule of Five scores) currently used by Class 5207 (Associate Engineer).

d. Rule of Three scores. Classes 5260 (Architectural Assistant I), 5261 (Architectural Assistant II), 5262 (Landscape Architectural Associate I) and 5265 (Architectural Associate I) shall utilize a ranked list and the same certification rule (Rule of Three scores) currently used for Class 5201 (Junior Engineer) and Class 5203 (Assistant Engineer).

e. Other Covered Classes. Consistent with Civil Service Rules, the basic certification will be Rule of Three scores unless the parties mutually agree to a broader certification rule. All other covered classes shall continue to utilize existing certification rules. All certification rules may be modified by mutual agreement.

3.2.3 Selection by Appointing Authority. In accordance with Civil Service Rule 113, the Departments shall apply merit-based criteria in considering all qualified candidates for a position including procedures similar to those utilized for provisional hiring. Such procedures shall be developed, promulgated and distributed by the Department of Human Resources.

3.2.4 MTA. In accordance with Charter Section 8A.104, MTA's human resources director assumes the powers and duties of the City's Director of Human Resources, including those related to testing, certification and selection, for service critical classes at MTA.

3.2.5 Appeals. Nothing herein shall waive an employee's right to pursue available remedies before the Civil Service Commission in accordance with Civil Service Commission Rules. The Union agrees not to appeal to the Civil Service Commission the utilization of continuous lists or the application of the certification rules set forth in this

Agreement. Neither hiring decisions nor any other provision of this Section shall be grievable under either the provisions of this Agreement or the parties' MOU.

3.3 Technical Engineers

3.3.1 The parties agree that employees in technical engineering classifications are necessary and critical to the successful completion of the CIP. The City and the Union conducted a utilization study of the technical engineering classifications and have agreed to implement some of the recommendations.

ARTICLE IV – CONTRACTING

4.1 Principles

4.1.1 The parties commit to delivering the CIP and related projects with the highest quality and on-time and on-budget.

4.1.2 The parties commit to use in-house staff to perform engineering, planning, architectural, construction management, program management and project management work where feasible and practicable given the needs and schedule of the CIP and related projects.

4.1.3 The parties agree that contracting-out may be necessary in some circumstances and that disagreements over decisions to contract-out shall be fact-based and shall utilize the criteria set forth herein.

4.1.4 The parties acknowledge that the process set forth herein is intended as a pilot designed to improve communication and decision making with regard to contracting issues at PUC and DPW.

4.1.5 The parties acknowledge that this is a pilot process limited to contracting decisions at PUC and DPW, but mutually desire that successful outcomes will motivate other City departments to utilize this pilot process or related processes for contracting decisions.

4.2 Standards for Contracting-Out. The parties recognize that under Civil Service Commission guidelines contracting-out work may be necessary for the following reasons:

4.2.1 Specialized Expertise. The City may contract-out specialized services for which City staff do not possess the necessary specialized skills or experience.

4.2.2 Peak Workloads. The City may contract-out to address temporary peak workloads. Temporary peak workloads are situations where City staff are capable of providing needed services, but sufficient staff are not available to meet project deadlines and the

work is not forecasted to be sufficient to sustain the hiring of additional, qualified permanent employees without risk of layoff or displacement.

4.2.3 Emergencies and/or Unanticipated Events or Delays. The City may contract-out work necessary to address emergencies, unanticipated events or delays.

4.3 Process for Contracting-Out. The City commits to engage in the following process with the Union before issuing an RFP/RFQ for outside engineering, planning, architectural, construction management, program management and project management or related services:

4.3.1 Specialized Expertise. Before determining the RFP/RFQ is necessary because the City lacks specialized expertise to handle specialized work or projects the PUC and DPW will:

a. Poll other City departments to see if such specialized expertise exists;

b. Engage in forecasting with other City departments to assess whether an in-house position with the specialized expertise can be supported;

c. Post the need for specialized skills on email or other systems to enable in-house employees to apply for specialized positions;

d. Determine the extent to which on-going training by City-staff and existing contractors to employees seeking new skills or job opportunities can mitigate the need to rely upon additional contractors for such specialized expertise;

e. To the extent applicable, use information contained in the PUC-developed Skills Bank to determine staff availability and training needs.

4.3.2 Peak Workload. Before determining the RFP/RFQ is necessary to address a peak workload, the PUC and DPW will engage in forecasting with other City departments to determine whether the City can sustain the hiring of additional permanent employees without risk of layoff or displacement.

4.3.3 Emergencies, Unanticipated Events or Delays. Before determining the RFP/RFQ is necessary to address emergencies, unanticipated events or delays, the PUC and DPW will articulate to the union, in writing, the nature of the emergency or unanticipated delay and explain how the RFP/RFQ is designed to cure that emergency or unanticipated delay. For emergencies that imminently threaten health and safety, the procedures set forth in this Article shall be followed at the earliest practicable time after imminent health and safety concerns have been addressed.

4.3.4 The PUC and DPW will endeavor to regularly present its contracting needs to the JUCC Staffing and Contracting Subcommittee with as much advance notice as practicable. At a minimum, the PUC and DPW will notify the Subcommittee, by providing a draft

RFP/RFQ, at least 11 working days prior to publicly advertising or requesting Civil Service Commission approval (whichever is earlier) for an RFP/RFQ for engineering, planning, architectural, project management, program management, construction management or related services, unless such minimum period is waived by Local 21. In the notice, the PUC and DPW will identify the need for such contracting consistent with the criteria in Sections 4.2 and 4.3. The Subcommittee will meet to discuss the rationale for contracting-out within five working days of notice being provided. The Subcommittee may recommend modifications or alternatives to such contracting, provided that such recommendations or alternatives be forwarded to the Assistant General Manager for Infrastructure at PUC or the Deputy Director of Engineering at DPW within 11 working days of notice, except by mutual agreement.

4.4 Prop. J Contracts. Nothing herein is intended to alter or diminish the City's rights or obligations with respect to contracting under Charter Section 10.104 (15).

4.5 Appeals. If the Union disagrees with the decision to contract out, it may pursue available remedies before the Civil Service Commission or the Board of Supervisors with respect to Prop J. contracts desired under Charter Section 10.104 (15). The decision to contract out shall not be grievable.

ARTICLE V – COMPENSATION

5.1 Principles

5.1.1 Recognizing the challenging goals of the CIP and other major capital projects, the parties agree that a flexible compensation structure is necessary. In particular, incentives may be appropriate to encourage and recognize employees who assume additional responsibilities, develop and utilize specialized skills through classroom and on-the-job training, and exhibit leadership, initiative and creativity in their field.

5.1.2 The parties further acknowledge that although basic compensation levels are established through their existing MOU, the needs and resources of the CIP and related major capital projects are unique.

5.2 Leadership Pay

5.2.1 Eligibility

a. Subject to the conditions herein, employees directed to perform any of the assignments referenced and defined in sub-section 5.2.2 shall receive a premium equal to 5% of base salary for hours that such duties are actually performed. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other major capital projects. Leadership pay shall be considered as

part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.

b. An Employee is not eligible to receive Leadership Pay if:

i. The employee is receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.4 (Supervisory Differential Adjustment).

ii. The employee is receiving Lead Person Pay under MOU Section III.B.5 (Lead Person Pay) on the same day.

iii. The employee is assigned or appointed to a project manager classification.

c. All assignments eligible for Leadership Pay must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.

d. It is understood that additional compensation is intended for the hours that such additional duties are performed. An employee who believes he or she qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.3 (Acting Assignment Exceptions) of the parties' MOU.

e. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.

f. Leadership pay shall be calculated on base pay.

5.2.2 Leadership Assignments

a. Project Engineer/Architect/Landscape Architect. Employees assigned to function as the Project Engineer/Architect/Landscape Architect of a major capital project shall receive a premium equal to 5% of base salary while actually engaged in such assignments. The Project Engineer/Architect/Landscape Architect (PE) is supervised by the Functional Manager and reports to a Project Manager for project budget, and schedule issues. The PE is responsible for ensuring that Design Lead Engineers/Architects/Landscape Architects and other support groups, including consultants and other City engineering groups produce integrated work products that meet project goals. The PE ensures the integrity and timely completion of the critical engineering calculations, QA, presentations, and progress reporting.

b. Resident Engineer. Employees assigned to function as a resident engineer/architect/landscape architect (RE) of a major capital project shall receive a premium equal to 5% of base salary while actually engaged in such functions. The

Resident Engineer (RE) shall be responsible for overall construction management oversight and completion of the construction project. The function includes construction team coordination, negotiations, reporting, enforcement of codes and regulations, monitoring of construction quality, budget and schedule, and construction close-out; however, inspection duties are not considered a part of the function. The RE reports to the Construction Manager (CM) for construction issues and the Project Manager (PM) for financial issues. The RE is the primary point of contact for the Field Contractor.

c. CAD Manager. Employees in technical engineering classifications shall receive a premium equal to 5% of base salary when assigned to direct the work of one or more employees in the same or a higher class, or has lead responsibility for continuous improvement and enforcement of departmental CAD standards, while actually engaged in such assignments on major capital projects.

d. Flexible Lead. Employees covered by this Agreement shall receive a premium equal to 5% of base salary when assigned to direct the work of three or more employees in the same or a higher class, while actually engaged in such assignments on major capital projects.

5.3 Special Skills Pay

5.3.1 Eligibility

a. Employees directed to substantially perform any of the assignments referenced and defined in sub-section 5.3.2 shall receive a premium equal to 5% of base salary for the duration of the assignment. Such incentives are intended to recognize additional responsibilities and/or special skills on the CIP and other capital projects. Special skills pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions.

b. An employee is not eligible to receive Special Skills Pay if:

i. The employee is receiving acting assignment pay pursuant to MOU section III.B.2 (Acting Assignment Pay) or a supervisory differential pursuant to MOU section III.B.4 (Supervisory Differential Adjustment).

ii. The employee is assigned or appointed to a project manager classification.

c. All Special Skills Pay assignments must be made in writing and approved by the Appointing Officer or designee. Such assignments are at the sole discretion of the Appointing Officer or designee.

d. An employee who believes he or she qualifies for such a premium, and the premium has not been paid, shall address the issue in accordance with Article III.B.3 (Acting Assignment Exceptions) of the parties' MOU.

f. Employees shall have no expectation of continued payment once such additional responsibilities have been completed. The termination or removal of such responsibilities shall not be subject to the grievance procedure.

g. Special skills pay shall be calculated on base pay.

5.3.2 Special Skills Assignments. All of the following special skills assignments shall receive a premium of 5% above base wage for the duration of the assignment on a major capital project.

a. Scheduler. The Scheduler is responsible for preparing detailed and complex project or construction schedules using Primavera or similar computer software, or is responsible for detailed analysis and evaluation of such schedules prepared by others. The Scheduler performs analysis and evaluation of the impacts of construction activities at the site and their impact on normal operations at the site. The Scheduler performs analysis and evaluation of change orders, claims, and other project events and reports on their impacts on the construction quality and schedule.

b. Cost Estimator. The Cost Estimator prepares detailed cost estimates of major capital projects during all phases of projects, from conceptual design estimates through change order estimates during construction. Such cost estimates shall be based on industry standard cost estimating databases, supplemented by local cost data and experience, using formats and methodologies consistent with current industry practices.

c. Geotechnical Engineer. The Geotechnical Engineer performs geotechnical engineering services including subsurface investigations, geotechnical analysis and report preparation, manages personal services contracts and provides oversight and direction to geotechnical consultants, and performs field inspections of landslide and rock-fall events. The Geotechnical Engineer shall have a Geotechnical Engineer License issued by the State of California.

d. Other Specialty. The parties recognize that additional special skills requiring a 5% incentive may be identified by the City or the JUCC. Such additional special skills shall be entitled to receive the above premium upon approval of the City's Human Resources Director after appropriate consultation with affected Departments.

ARTICLE VI – JOINT UNION-CITY COMMITTEE

6.1 Principles

6.1.1 The parties agree that a Joint Union-City Committee (JUCC) shall be a forum for communication and cooperation to support the joint mission to deliver high quality, cost effective services to PUC and DPW major capital projects.

6.1.2 The parties agree that both parties bring value, talent and the resources necessary to provide excellent public service in furtherance of the CIP's primary objectives.

6.1.3 The parties agree that the JUCC will help further the parties' following mutual interests:

a. To improve our relationship;

b. To provide a supportive, productive, challenging, high-quality work environment in which all employees are treated with dignity and respect and are valued for their individual and team contributions;

c. To ensure gains in efficiency, effectiveness and accountability thereby helping to ensure that the PUC CIP and other capital projects are delivered with the highest quality, on-time and on-budget;

6.1.4 The parties agree that the JUCC is vital to the success of this Agreement and that the primary mission of the JUCC shall be to ensure that this Agreement functions effectively and that disputes are resolved expeditiously in support of the PUC CIP's primary objectives.

6.1.5 The parties incorporate by reference the Agreement between the PUC and the Union dated November 16, 2001 which describes the participants in and scope of the JUCC. The parties further agree to incorporate by reference the Memorandum of Understanding between the PUC and DPW, dated October 9, 2002 which also addresses the JUCC. To the extent inconsistencies exist between either the November 16, 2001 Agreement or the October 9, 2002 MOU and this Agreement, this Agreement shall supercede.

6.2 JUCC Steering Committee

6.2.1 The JUCC shall consist of a steering committee consisting of five representatives selected by the City and five representatives selected by Local 21. Each side may select one alternate.

6.2.2 The JUCC shall be co-chaired by the Assistant General Manager for Infrastructure or designee and the Executive Director of IFPTE, Local 21 or designee.

6.2.3 The JUCC may appoint additional City and Local 21 representatives to staff sub-committees or to participate in JUCC matters as necessary.

6.3 Scope of Issues.

6.3.1 The parties agree that the JUCC shall be an advisory body charged with the following responsibilities:

a. review of CIP and – other major capital projects' core labor issues including staffing, contracting, recognition, working conditions and organizational process improvements;

b. advice and recommendations regarding the meaning, interpretation, or application of this Agreement;

c. advice and recommendations regarding issues which both the City and the Union agree to submit to the JUCC;

d. advice and recommendations regarding necessary specialty assignments as described in Section 5.3.2(d);

e. review of DPW and PUC RFP's and/or RFQ's for Personal Service Contracts for services pertaining to the delivery of major capital projects.

f. advice and recommendations regarding the City's forecasts of capital project workloads and staffing availability.

g. creation, deletion or modification of necessary sub-committees.

6.3.2 The parties acknowledge that the JUCC does not in any way displace the City's UCRC or grievance procedures described in the collective bargaining agreement between the parties.

6.4 Sub-Committees.

6.4.1 The JUCC shall initially include the following sub-committees, subject to change as set forth in Section 6.3.1 (f). The composition and membership of each sub-committee shall be subject to the discretion of the steering committee.

a. Staffing and Contracting

b. Performance Recognition and Incentive Programs

c. Working Conditions

d. Organization and Process Improvement

6.4.2 The "Quality Initiatives Council" (QIC) shall be incorporated into the JUCC. The "Process Improvement Teams" (PIT's) of the QIC shall be reconstituted as subcommittees of the JUCC subject to the provisions of 6.3.1(f) and 6.4.1.

6.5 Meetings. The JUCC Steering Committee and all subcommittees shall meet as required but not less than quarterly except by mutual agreement.

ARTICLE VII – EXPEDITED GRIEVANCE PROCEDURE

7.1 Except where specifically excluded, all disputes between Local 21 and the PUC or DPW covered by this Agreement which cannot be addressed through the JUCC may be submitted by mutual agreement to expedited arbitration as set forth in Article I.E.(10) of the MOU.

7.2 All other disputes involving the application or interpretation of the parties' MOU shall be resolved pursuant to the grievance procedures set forth in Article I.E. of the MOU.

ARTICLE XIII – SAVINGS CLAUSE

8.1 The parties agree that in the event any article, provision, clause sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

8.2 The parties further agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

ARTICLE IX – TERM

9.1 This Agreement shall continue in full force and effect through June 30, 2014~~2012~~7.

~~APPENDIX D: CIVIL SERVICE RULES & GLOSSARY, LEAVES OF ABSENCE PROVISION~~

~~CIVIL SERVICE RULES~~

~~The parties have identified certain matters set forth in the current Civil Service Rules which are subject to negotiation pursuant to Charter Section 8.409-1 et. seq. Those portions of the current rules so identified are set forth in full as part of Appendix E. The parties further agree that during the term of this agreement disputes regarding only those portions of the rules set forth in full as part of Appendix E herein shall be subject to the grievance procedure.~~

~~Civil Service Rules in their entirety are available for inspection at the offices of the Civil Service Commission, 25 Van Ness Avenue, 8th Floor, San Francisco, CA and the Union office, 1182 Market Street, Room 425, San Francisco, CA.~~

~~*APPENDIX D*~~

~~TRANSFERS~~

~~C. Appointees accepting a new appointment by transfer shall give a minimum period of notice prior to separation from their current department of fifteen (15) working days unless the current department approves a shorter period of notice.~~

~~TRANSFER FROM POSITION NOT FULL-TIME~~

~~A permanent appointment to a part-time position or a position not full-time on an annual basis for one (1) year, may request transfer to a regular full-time position.~~

~~TRANSFER OF DISABLED~~

~~F. Probationary Period following Disability Transfer~~

~~A disability transferee shall serve a probationary period of six (6) months of service.~~

~~TRANSFERS OCCASIONED BY REDUCTION OF FORCE DUE TO TECHNOLOGICAL ADVANCES, AUTOMATION, OR THE INSTALLATION OF NEW EQUIPMENT~~

~~A. Permanent civil service employees who have completed their probationary period and who are subject to layoff because of technological advances, automation, the installation of new equipment, or the transfer of functions to another jurisdiction may submit a request to the Human Resources Director for transfer to a position within their capacities to perform, whether or not within the classification for which they qualified for appointment. Such request for transfer shall be subject to the following:~~

~~B. The position to which transfer is requested shall not be to a classification having a higher compensation schedule than the one from which transfer is requested. Computation shall thereafter be calculated in accordance with the provisions of this Agreement.~~

~~E. Seniority shall be calculated from the date of certification in the classification from which transferred.~~

~~G. In the event that more than one approved transfer to the same classification is on file in the Human Resources Department, preference shall be given to the employee who has the longest service under civil service permanent appointment in the classification from which layoff is to be made.~~

~~*APPENDIX D*~~

~~TRANSFERS OCCASIONED BY THE TRANSFER OF FUNCTIONS FROM ONE DEPARTMENT TO ANOTHER~~

~~When part of the functions and duties of any department are transferred to another department, employees shall retain in their new department the same salary and seniority as they had in the department from which transferred.~~

~~LIMITED TERM TRANSFER~~

~~B. The purpose of a limited term transfer is to more efficiently utilize and exchange manpower resources among the departments of the City and County, to allow employees exposure and training in other department, and to provide a mechanism for reducing staffing levels during slow periods or periods of fiscal emergency and to temporarily increase staffing during peak periods.~~

~~C. Types of Limited Term Transfers~~

~~1. Voluntary:~~

~~A limited term transfer may be initiated on the written request of an employee on the form prescribed by the Human Resources Director.~~

~~2. Mandatory:~~

~~A permanent or probationary employee may be transferred by the employee's appointing officer for a specified period up to an maximum of six (6) months in any calendar year to a position in the same class under another appointing officer.~~

~~Such transfers shall be made by class in reverse order of seniority in the class in the department after all permanent and probationary employees in the class have been canvassed and all more senior employees have been notified and have waived the right to request a voluntary limited term transfer. The employee shall receive at least five (5) working days written notice in advance of the effective date of the transfer and shall be given an opportunity, if requested, to meet and confer with the appointing officer or designated representative.~~

~~D. Expiration and Extension~~

~~1. Limited term transfers will remain in force for the period specified unless abridgment is approved by both appointing officers.~~

~~2. Limited term transfers approved for a period of less than six (6) months may be extended for additional periods of time up to a maximum of six (6) calendar months.~~

~~3. Upon expiration of the period of the transfer, the transferee shall be automatically reinstated to a permanent position in the class and department from which transferred.~~

~~F. Disciplinary Action~~

~~A limited term transferee is an appointee in the department to which transferred during the period of the transfer for the purpose of disciplinary action.~~

~~G. Temporary Positions~~

~~Limited term transfers which are not made to permanent positions may be made to positions which are funded on a temporary basis. Appointees so transferred retain all rights and benefits.~~

~~H. Seniority~~

~~Appointees returning to their original departments following a limited term transfer are reinstated with full seniority. No deduction from seniority in the original department shall be made for any period of limited term transfer.~~

~~I. Layoff~~

~~An employee who is laid off while on a limited term transfer shall be automatically reinstated to a position in the class in the department from which transferred~~

~~*APPENDIX D*~~

~~LEAVES OF ABSENCE~~

~~A. Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision to grieve is specifically granted.~~

~~B. Except for vacation leave, witness/jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer of designee. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic, optometrist, nurse practitioner or nurse midwife licensed to practice in the State of California and performing within the scope of their practice as defined under State law. Verification of sick leave with pay for less than five (5) working days (seven [7] calendar days in the case of part-time employees) as provided elsewhere in this rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee.~~

~~D. Leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation provided elsewhere in this Agreement.~~

~~E. Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this section, or for authorized holiday or vacation, leaves shall be without pay.~~

~~F. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.~~

~~H. An appointee shall not be required to sign a resignation form as a condition of approval of a leave.~~

~~J. An authorized leave granted under this section shall not be considered as a break in the continuous service of an employee.~~

~~*APPENDIX D*~~

~~SICK LEAVE~~

~~A. Sick Leave - Definition and General Requirements~~

~~4. Verification of Sick Leave~~

~~a. The appointing officer or designee to whom application for sick leave is made may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required.~~

~~6. Abridgment of Sick Leave~~

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

~~B. 1. Sick Leave with Pay Eligibility~~

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

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

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

~~2. Sick Leave with Pay - Maximum Accumulation of Credits~~

~~Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed the equivalent of six (6) months (which is the hourly equivalent of one hundred thirty (130) working days based on the regular daily work schedule as authorized by the Salary Standardization Ordinance), provided that in no case may the total accumulated unused sick leave with pay credit balance exceed one thousand forty (1040) hours for any employee. Maximum accumulated sick~~

~~leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.~~

~~Section deleted. Refer to paragraph 416 of current Memorandum of Understanding.~~

~~3. Sick Leave with Pay - Restrictions~~

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

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

~~4. Prohibition Against Employment while on Sick Leave with Pay~~

~~a. Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer grants permission for the employee to engage in a secondary employment.~~

~~b. Violators of this section are subject to disciplinary action.~~

~~5. Calculation of Sick Leave with Pay Credits~~

~~a. Sick leave with pay credits shall be earned at the rate of .05 hours for each hour or regularly scheduled paid service excluding 1) overtime exceeding forty (40) hours per week and 2) holiday pay except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.~~

~~6. Disbursement of Sick Leave with Pay Credits~~

~~a. Sick leave with pay credits shall be used and deducted at the minimum rate in units of one (1) hour for those employees whose credits are calculated in hours.~~

~~8. Employees Injured by Battery~~

~~c. Denial of leave due to battery is subject to the grievance procedure.~~

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

~~9. Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance~~

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

~~SCHEDULE OF SERVICE REQUIREMENTS AND ALLOWANCES FOR REIMBURSEMENT OF VESTED AND UNUSED ACCUMULATED SICK LEAVE WITH PAY CREDIT BALANCE AT THE TIME OF RETIREMENT, SEPARATION BECAUSE OF INDUSTRIAL ACCIDENT OR DEATH:~~

	~~Service Requirement~~	~~Amount of Cash Reimbursement~~
~~(1)~~	~~15 or more years of continuous service~~	~~100%~~
~~(2)~~	~~More than 5 continuous years but less than 15 continuous years of service~~	~~50%~~
~~(3)~~	~~Up to and including 5 continuous years of service~~	~~33 1/3%~~

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

~~i) Human Resources Director, shall administer the provisions of this section.~~

~~ii) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.~~

~~iii) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one year of such retirement, separation or death.~~

~~iv) Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one (1) or more years at the time of separation.~~

~~v) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.~~

~~vi) The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.~~

~~10. Appeal of Denial of Sick Leave with Pay~~

~~Denial of sick leave with pay to an appointee who is eligible and qualified for such leave shall be subject to the grievance procedure.~~

~~C. Sick Leave without Pay~~

~~1. Sick Leave without Pay - Eligibility~~

~~Subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.~~

~~2. Sick Leave without Pay - Temporary and Provisional~~

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

~~Section deleted. Refer to paragraph 364 of current Memorandum of Understanding.~~

~~3. Sick Leave without Pay - Permanent~~ All ~~Employees~~

~~a. Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year.~~

~~4. Prohibition Against Employment while on Sick Leave without Pay~~

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

~~b. Violators of this section are subject to disciplinary action.~~

~~D. Compulsory Sick Leave~~

~~4. The employee placed on sick leave under the provisions of this section may appeal the decision of the appointing officer through grievance procedure.~~

~~E. Disability Leave~~

~~2. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work~~

~~schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.~~

~~3. Supplemental disability credits shall be an account separate from, but equivalent to the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.~~

~~4. Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.~~

~~5. Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.~~

~~7. Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility indemnity payment without requiring a signed option by the employee.~~

~~8. When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.~~

~~9. An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.~~

~~10. Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.~~

~~11. Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.~~

~~F. Use of Sick Leave with Pay Credits to Supplement State Disability Insurance (SDI)~~

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

~~2. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.~~

~~3. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director, to the appointing officer or designee within seven (7) calendar days following the first date of absence.~~

~~4. Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.~~

~~MILITARY, WAR EFFORT AND SEA DUTY LEAVES~~

~~**See Glossary**~~

~~LEAVE TO ACCEPT OTHER CITY AND COUNTY POSITION~~

~~A. Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment.~~

~~B. Denial of such leave shall be subject to the grievance procedure.~~

~~EDUCATIONAL~~

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

~~C. Denial of educational leave shall be subject to the grievance procedure.~~

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

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

~~LEAVE FOR CIVILIAN SERVICE IN THE NATIONAL INTEREST~~

~~B. Leave for civilian service in the national interest may be approved for permanent appointees for a period of up to one year. Requests for such leave of longer than one (1) year must be renewed each year. Denial of such leave is subject to the grievance procedure.~~

~~LEAVE FOR EMPLOYMENT AS AN EMPLOYEE ORGANIZATION OFFICER OR REPRESENTATIVE~~

~~B. Leave for employment as an employee organization officer or representative for permanent employees may be approved for the duration of such service.~~

~~C. Denial of such leave shall be subject to the grievance procedure.~~

~~FAMILY CARE LEAVE~~

~~C. Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave.~~

~~D. Denial of a request for family care leave is subject to the grievance procedure.~~

~~WITNESS OR JURY DUTY LEAVE~~

~~A. An employee shall be excused from work on a work day on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.~~

~~B. Swing and Night Shift Employees: An employee who takes jury duty leave shall not be required to work a swing or night shift on the day(s) of the leave and shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.~~

~~C. An employee who is summoned as a witness on behalf of the City and County shall be entitled to leave with pay less the amount of witness fee paid for the period required for such service. An~~

~~employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.~~

~~D. Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.~~

~~E. An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary. Denial of such leave is subject to the grievance procedure.~~

~~**RELIGIOUS LEAVE**~~

~~B. Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time or floating holiday time.~~

~~C. Denial of religious leave shall be subject to the grievance procedure.~~

~~**PERSONAL LEAVE**~~

~~B. Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2) year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.~~

~~C. On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (12) month period.~~

~~**ABSENCE FROM DUTY WITHOUT LEAVE**~~

~~A. Absence from duty may constitute abandonment of the position and shall be recorded as an automatic resignation. The employee shall be notified by certified mail.~~

~~*APPENDIX D*~~

~~TEMPORARY EXCHANGES FOR TRAINING PURPOSES~~

~~A. Employees holding permanent civil service appointment in positions under different appointing officers or in another public agency, may, upon their written request and with the approval of the appointing officers concerned and the Human Resources Director, be exchanged in positions in the respective departments or other public agency for a period not to exceed one (1) year for training and development purposes; provided that the employees so exchanged must be permanent employees in the same class or in occupations deemed by the Human Resources Director, to be closely related in duties and responsibilities, training and experience requirements, and further provided that such temporary training service may be terminated by either appointing officer at any time during such training period.~~

~~B. Employees shall be credited for the performance of the duties in the exchanged position. Employees temporarily assigned for training and development under this section of the rule will be considered as employees of the original department for any disciplinary action necessary.~~

~~LAYOFF AND INVOLUNTARY LEAVE~~

~~B. The Human Resources Director, shall be responsible for administering and making effective the provisions of this provision, and establishing such administrative controls as may be necessary.~~

~~COMPUTATION OF SENIORITY~~

~~A. Except as may otherwise be provided in this rule, seniority shall be computed as follows:~~

~~PERMANENT~~	~~1. Seniority for permanent appointees shall be determined by the date of certification which resulted in a permanent appointment to a position in a class in a department. Seniority for appointees granted status or permanent tenure to a class shall be determined by the date of certification in the class from which status or permanent tenure was granted.~~
~~TEMPORARY FROM ELIGIBLE LIST~~	~~2. Seniority for temporary employees shall be determined by the date of certification which resulted in a temporary appointment to a position in a class in a department.~~

~~PROVISIONAL~~

~~3. Seniority for provisional appointees shall be determined by the date an appointee starts to work in a current continuous provisional appointment in a department. Seniority in the event of ties shall be broken by lot in the manner prescribed by the Human Resources Director, and conducted under the supervision of the Human Resources Director.~~

~~B. Excluding involuntary leave, seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.~~

~~C. In calculating permanent seniority in a class, temporary seniority in the same class shall not be added to permanent seniority in a class.~~

~~D. In calculating temporary seniority in a class, permanent seniority in the same class shall be added to temporary seniority in a class.~~

~~E. Tie Score~~

~~1. In the event of ties, seniority of civil service appointees shall be determined by rank on the eligible list. In determining rank, earlier eligible lists have priority over later eligible lists and promotive lists have absolute priority over entrance lists.~~

~~2. In the event of a tie in rank among appointees from lists of eligibles adopted on or after December 6, 1991, the methods listed below shall be used to determine seniority in the following order of priority until the tie is broken.~~

~~a. First, the appointee with the longest continuous service in the class under permanent civil service appointment regardless of department shall be ranked above appointees with lesser service in the class;~~

~~b. Then, the appointee with the longest continuous citywide service under permanent civil service appointment regardless of class shall be ranked above appointees with lesser citywide service;~~

~~c. Finally, if the tie has not been broken by the preceding methods, it shall be broken by lot in the manner prescribed by the Human Resources Director and conducted under the supervision of the Human Resources Director, or a designee.~~

~~d. In no case shall service before resignation and reappointment or discharge and reemployment be included in determining length of service for the purposes of this section.~~

~~ORDER OF LAYOFF~~

~~Except as may otherwise be provided in this section, layoff of employees shall be by inverse order of seniority in a class and department in the following order of absolute priority:~~

~~A. Provisional~~
~~B. Temporary from Eligible List~~
~~C. Probationary~~
~~D. Permanent~~

~~EXCEPTIONS TO ORDER OF LAYOFF~~
~~**See Glossary**~~

~~LAYOFF – TEMPORARY APPOINTEES~~

~~A. Provisional employees~~

~~Provisional employees shall be laid off at the discretion of the appointing officer.~~

~~B. Temporary Appointees From Eligible List~~

~~1. Order of layoff for temporary appointees shall be by class within a department, by inverse order of seniority except if a more senior temporary appointee elects to be laid off. In the event of a conflict, the temporary appointee with the greater seniority shall have preference.~~

~~LAYOFF – PROBATIONARY APPOINTEES~~
~~**See Glossary**~~

~~LAYOFF – PERMANENT APPOINTEES~~
~~**See Glossary**~~

~~LAYOFF – PROMOTIVE APPOINTEES~~
~~**See Glossary**~~

~~HOLDOVER STATUS AND RETURN TO DUTY~~
~~**See Glossary**~~

~~INVOLUNTARY LEAVE OF ABSENCE~~

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

~~B. Such reductions in force shall be effected by the provisions of this Agreement governing seniority and order of layoff.~~

~~D. Leaves of absence imposed under the provision of this rule shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.~~

~~PROCEDURE FOR REVIEW OF RESIGNATION - SERVICES UNSATISFACTORY~~

~~A. Notice of Proposed Action~~

~~If services are to be designated as unsatisfactory, the appointing officer or designated representative shall notify the resignee of the intention to so certify the resignation. The resignee shall be informed of the reasons for this determination and shall be offered an opportunity for review by the appointing officer or designated representative.~~

~~B. Action by Appointing Officer~~

~~As a result of review, if such review is requested by the resignee, the appointing officer may amend or sustain the certification of services.~~

~~C. Notification to Employees~~

~~If the appointing officer amends the resignation, the resignee shall immediately be notified by copy of the resignation form with services clearly marked satisfactory. If the appointing officer sustains the original determination, the appointing officer shall immediately notify the resignee and the Commission on the prescribed Department of Human Resources form.~~

~~D. Report Requirement~~

~~A resignation certified by the appointing officer with services unsatisfactory shall be accompanied with a statement of the reasons for this action and shall contain a statement that the notification and review procedure outlined above was completed.~~

~~GLOSSARY~~
~~CIVIL SERVICE COMMISSION JURISDICTION~~

~~The following provisions are contained in Volume I of the Civil Service Rules (located on the Civil Service Commission website at www.sfgov.org/civil_service) as of July 1, 2012 and shall be interpreted, applied and administered by the Civil Service Commission and shall not be subject to the grievance and arbitration procedure set forth in this Memorandum of Understanding.~~

~~Leaves of Absence*~~

- ~~Sick Leave (with and without pay)~~
- ~~Sick Leave Due to Illness or Medical Appointment of an Individual in an Eligible Category~~
- ~~Quarantine or Compulsory Sick Leave~~
- ~~Bereavement Leave~~
- ~~Maternity Leave~~
- ~~Parental Leave~~
- ~~Leave due to Injury by Battery~~
- ~~Disability Leave under the State's Workers' Compensation Laws~~
- ~~Use of Sick Leave with Pay Credits to Supplement State Disability Insurance~~
- ~~Military Leave (in time of war and peace)~~
- ~~War Effort Leave~~
- ~~Leave for Sea Duty as Licensed Officers~~
- ~~Leave for a Spouse or Registered Domestic Partner during Leave from Deployment of a Qualified Member~~
- ~~Unpaid Administrative Leave~~
- ~~Leave to Accept another City and County Position~~
- ~~Education Leave~~
- ~~Leave for Civilian Service in the National Interest~~
- ~~Leave for Employment as an Employee Organization Officer or Representative~~
- ~~Family Care Leave~~
- ~~Witness or Jury Duty Leave~~
- ~~Holiday Leave~~
- ~~Vacation Leave~~
- ~~Religious Leave~~
- ~~Personal Leave~~

~~* Please note that this list is subject to change and is not intended to be an exhaustive list of the leave categories that may be available for eligible represented employees. The Employee Handbook (located on the Department of Human Resources' website at www.sfgov.org/DHR) may also contain additional information on leave categories that may be available for City employees.~~

~~*APPENDIX D*~~

~~Layoff and Involuntary Leave~~

- ~~Determination of Seniority~~
- ~~Establishment and Verification of Seniority Roster~~
- ~~Order of Layoff~~
- ~~Exceptions to the Order of Layoff~~
- ~~Layoff of Permanent, Provisional, Temporary, Non-Civil Service, Limited Tenure, Probationary and Promotive Employees~~
- ~~Reinstatement from an Entrance Appointment~~
- ~~Seniority Date upon Reinstatement~~
- ~~Reinstatement with the Employee's Original Seniority in the Class~~
- ~~Requirement for a Probationary Period~~
- ~~Higher Class Not Filled by a Promotional Examination~~

~~Holdover Status and Return to Duty~~

- ~~Holdover Status and Return to Duty~~
- ~~Holdover Roster~~
- ~~Holdovers – Temporary, Probationary and Permanent Appointees~~
- ~~Exceptions to Return to Duty in Rank Order~~
- ~~Refusal to Return to Duty~~

~~Promotive Probationary Appointments~~

- ~~Reversion to Former Class – Released Promotive Probationary Employee~~

APPENDIX D: PSC ADDENDUM

WHEREAS, the City and the Union acknowledge the need to reduce the cost of Personal Service Contracts in the City budget, and desire to preserve the employment of City employees;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

1. In any budget proposal for FY 2009-2010, the Mayor will reflect a reduction of the aggregate dollar value of Professional and Specialized Services (including Personal Service Contracts (PSCs)) paid through the General Fund by not less than $25 million and, if practicable, by as much as $30 million relative to the value of such services in FY 2008-2009.

2. The City has recommended to the Board the elimination of the CPI for contracts, materials, and supplies for FY 09-10. (Est. $13.5 million)

3. Through FY 2009-2010, the City agrees to use its best efforts to establish opportunities for individuals on the holdover list for Local 21 classifications to obtain employment in the City's enterprise departments.

4. During FY 2009-2010, the City will subject departmental requests for requisition approval by general fund departments to increased scrutiny. The process, involving the Mayor's Office and the Department of Human Resources, requires submissions of organizational charts and additional justification to obtain approvals. Approvals will be based on criteria including: (i) whether the positions are revenue-generating; (ii) whether they are needed to meet safety-related, legal or contractual requirements; (iii) the extent to which the position affects a core City function; and (iv) the impact of filling the positions on the general fund.

5. The City will meet quarterly with the Union to provide information on its efforts pursuant to paragraph 3, and on all departmental requests and approvals under paragraph 4.

6. The Mayor's Chief of Staff will conduct a review by July 1, 2009 to determine whether the design and construction management work proposed by the Recreation and Park Department at Palega Playground should be performed by the Department of Public Works and to explore possible ways to resolve any future disputes involving the MOU between DPW and Rec and Park. As part of this review, the Chief of Staff shall chair a meeting of representatives of Local 21, DPW and Rec and Park. The Chief of Staff will prepare a document memorializing his determinations. Nothing in this paragraph shall prejudice the Union's right to pursue legal action against the Civil Service Commission with respect to its decision to permit a PSC contract covering the Palega Playground work.

7. The City and Local 21 agree to establish a special joint citywide Labor-Management subcommittee to the PEC joint labor management committee created in section 7a. of this appendix:

a. Review areas of General Fund and Enterprise PSCs and other city contracts affecting Local 21 members with the goal of ensuring appropriate use of Local 21 represented Civil Service classifications in construction management, inspection, and other work performed by Local 21 represented classifications.

b. Explore establishing workload forecasting by city departments.

c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements.

The Committee will be formed with three representatives from the Union and three from management. Release time is to be provided for work of this Committee.

7a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:

7b. a. Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.

7c. b. Explore establishing workload forecasting by city departments.

7d. c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.

7e. d. Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.

7f. e. The Committee will be comprised of eight (8) members of the Public Employee Committee and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

Update as of July 1, 2012

The joint Labor-Management committee on personal services contracts as described above in paragraph 7 met as agreed and successfully concluded their work early, establishing the attached non-grievable letter of understanding executed on March 28, 2012. Said letter of understanding is attached for informational purposes only and is not subject to the grievance procedures under this Agreement or to interest arbitration. Further, the parties agree that the letter of understanding is not intended to and shall not be interpreted to impinge on matters within the jurisdiction of the Civil Service Commission as specified in Charter Section A8.409-3.

APPENDIX E: 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:

(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.

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 Federation of Professional and Technical Engineers, Local 21, AFL-CIO.

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:

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

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 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.

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

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

c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases where the employee refuses to cooperate, including but not limited to: (a) the employee refused to discuss the test result; or (b) the City directed the employee to contact the MRO, and the employee did not make contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Covered Employee is tested.

d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO. The Covered Employee may contact the SAPC, or the MRO, to request a drug or adulterant retest within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

e. A drug test result that is positive and is a Diluted Specimen will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the

employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (f).

f. If the final test is confirmed negative, then the Employee shall be made whole, including the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits, and shall have their record expunged.

g. The City shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

h. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

8. RESULTS

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

CONTROLLED SUBSTANCE *	**SCREENING LEVEL**	**CONFIRMATION LEVEL**
Amphetamines	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 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.

14. SAVINGS CLAUSE

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

EXHIBIT A

CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE

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

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

EXHIBIT B

REASONABLE SUSPICION REPORT FORM

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

Employee Name: _____

Department: _____; Division and Work Location: _____

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

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

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

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

1. **SPEECH:**
   ___ Incoherent/Confused
   ___ Slurred

2. **BALANCE:**
   ___ Swaying
   ___ Staggering
   ___ Arms raised for balance
   ___ Reaching for support
   ___ Falling
   ___ Stumbling

3. **AWARENESS:**
   ___ Confused
   ___ Lack of Coordination
   ___ Paranoid
   ___ Cannot Control Machinery/Equipment
   ___ 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.]

4. **APPEARANCE:**
   ___ Red Eyes
   ___ Constricted (small) Pupils
   ___ Dilated (large) Pupils
   ___ Frequent Sniffing

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]

_____

_____

_____

_____

_____

_____

_____

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: _____

SIDELETTER

Health at Home Productivity

The National Association for Home Care and Hospice and the California Association for Health Services at Home provide best practices and guidelines for health at home programs and recommend basing patient visits per day on factors like geography and patient acuity. To better ensure the financial sustainability of the Health at Home program and to be consistent with best practices for providing high-quality care to patients, the Department of Public Health (DPH) and the Union are committed to moving towards such an acuity-based and geography-based model to determine patient visits per day for employees who work in the Health at Home program.

Until a new model is implemented, productivity standards shall continue as follows:

The Productivity Standard for Health at Home is the following (or its equivalent):

Four (4) case manager revisits per day, or
Five (5) non-case manager revisits per day (Carry-calls)

It is understood, reflecting the Oasis paperwork required on these visits that, in calculating the above standard:

1. A new referral or new admission is equal to two (2.0) revisits.
2. A re-certification visit is equal to 1.5 revisits.
3. A resumption of care visit is equal to 1.5 revisits.

These standards will expire and will no longer be applicable effective October 1, 2014 or as soon as practicable thereafter should more time be needed to implement a new model and complete impasse procedures, if any. DPH will meet with affected staff to review methods for determining acuity and to solicit recommendations for a new model. Prior to implementation, DPH will provide to Local 21 notice and the opportunity to meet and confer regarding proposed changes to workload and/or impacts that fall within the scope of bargaining. This meet-and-confer shall be subject to the impasse resolution procedures of Charter Section A.8409-4 et seq., and neutral chairperson Katherine Thomson, or another mutually agreed upon arbitrator, will retain jurisdiction of this matter.

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

OFFICE OF THE MAYOR
SAN FRANCISCO

EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Edwin M. Lee
RE: Memoranda of Understanding
DATE: May 15, 2014

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 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 12th and the Full Board on June 17th.

I further request a waiver of the 30-day hold.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141