MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

SUPERVISING PROBATION OFFICERS

JULY 1, 2014- JUNE 30, 2017

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ARTICLE I - REPRESENTATION

1. This Collective Bargaining Agreement (hereinafter "Agreement") is entered by the City and County of San Francisco (hereinafter "City") acting through its designated representatives and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers AFL-CIO - Supervising Probation Officers, (hereinafter "Union").

2. 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.

I.A. RECOGNITION

3. The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classes:

Unit 52

Class 8414	Supervising Probation Officer, Juvenile Court (PERS)
Class 8434	Supervising Adult Probation Officer (PERS)
Class 8532	Supervising Probation Officer, Juvenile Court (SFERS)
Class 8534	Supervising Adult Probation Officer (SFERS)

4. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to new bargaining units, added by affiliations or service agreements. Upon request of the Union, the City will meet and confer concerning proposed changes to bargaining units.

I.B. INTENT

5. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until formally adopted by the Board of Supervisors in accordance with procedures, terms and provisions of the Charter applicable thereto. The provisions of this Agreement shall not become binding until ratified by the Union. Moreover, it is the intent of the Mayor acting on behalf of the City to bind the City and its departments with respect to the wages, hours and other terms and conditions of employment herein.

6. Each existing ordinance, resolution, rule or regulation over which the Mayor has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this Agreement, shall be deemed

incorporated in this Agreement in its changed or modified form from the effective date of this Agreement to and including the date of expiration thereof.

I.C. NO STRIKE PROVISION

7. During the term of this Agreement, the City will not lock out the employees who are covered by this Agreement. This union and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.D. MANAGEMENT RIGHTS

8. 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.

9. 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.E. GRIEVANCE PROCEDURES

10. 1. 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.

11. 2. 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 and arbitration pursuant to Charter Section A8.409 et. seq.

12. The Union and the City agree that the following guidelines will be used and information provided in the submission of grievances:

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

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

c. The remedy or solution being sought by the Grievant.

A grievance does not include the following:

13. a. All civil service rules excluded pursuant to Charter Section A8.409-3.

14. 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.

15. 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.

16. In the event that one or more unfavorable performance evaluations are used as evidence in disciplinary proceedings against the employee, such evaluations shall be subject to the grievance procedure.

17. c. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. 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.

3. Time Limits

18. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. The time limits set forth herein may be extended by mutual agreement of the parties. Any such extension must be confirmed in writing. For the purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays. All the time limits referred to in this section are binding on each party. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

4. Steps of the Procedure (for non-disciplinary grievances)

19. a. Except for grievances involving multiple employees or discipline, all grievances must be initiated at Step 1 of the grievance procedure.

20. A grievance affecting more than one employee shall be filed at Step 2. Grievances affecting more than one department shall be filed with the Employee Relations Division at Step 3. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute. Grievance steps are skipped only with the express, prior approval of the other party, except as otherwise provided herein.

21. b. Step 1:
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but, in no case, later than fifteen (15) calendar 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.

22. If the grievance is not resolved within seven (7) calendar days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth the name(s) of the employee or group of employees, the basis and date of the grievance, the terms and conditions of the contract claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. The immediate supervisor shall respond in writing within fifteen (15) calendar days following receipt of the written grievance.

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

24. d. Step 3:
If the Union or grievant is dissatisfied with the Appointing Officer's response at Step 2, it may appeal to the Director, Employee Relations, in writing, within fifteen (15) calendar days of receipt of the Step 2 answer. The Director may convene a grievance meeting within fifteen

(15) calendar days with the grievant and/or the grievant's Union. The Director shall respond to the grievance in writing within fifteen (15) calendar days of the meeting or, if none is held, within fifteen (15) calendar days of receipt of the appeal.

25. e. Arbitration:
If the Union is dissatisfied with the Step 3 answer, it may appeal by notifying the Director, Employee Relations, in writing, within thirty (30) calendar days of the 3rd Step decision that arbitration is being invoked. In the absence of a timely, written demand for arbitration, the grievance will be deemed withdrawn.

5. Selection of the Arbitrator (for non-disciplinary grievances)

26. a. The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) calendar days following the effective date of this Agreement, either party may obtain a panel through the appointment process of the American Arbitration Association. Provided, however, that an arbitrator may be removed from the panel by mutual consent at any time. Replacements, in the absence of mutual agreement, shall be made by American Arbitration Association appointment. The parties, by lot, shall alternatively strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the State Mediation and Conciliation Service.

27. b. The parties shall schedule the arbitration hearing within thirty (30) calendar days of selecting the arbitration, which shall be no later than sixty (60) calendar days from the date of the ERD latter acknowledging the Union’s request to arbitrate. If the Union fails to select an arbitrator and schedule a hearing, the grievance shall be considered withdrawn.

6. Steps of the Procedure (for disciplinary grievances)

28. a. The City shall have the right to discipline for just cause any non-probationary permanent, temporary civil service, or provisional employee who has served the equivalent of a probationary period. As used herein "discipline" shall be defined as discharge, suspensions and disciplinary demotion. In addition, in lieu of an unpaid suspension, the City may, at its option, impose a temporary reduction in pay by reducing an employee’s pay by 5% or to the next lower pay step. The

duration of such pay reduction shall depend on the seriousness of the offense. This section shall not apply to exempt employees.

29. b. The City of San Francisco subscribes to the policy of progressive discipline. Accordingly, in instances where the misconduct or poor performance is not in and of itself serious enough to warrant suspension or discharge, supervisors should follow a progressive approach to discipline. Time factors between infractions of a similar nature should be taken in account when disciplinary action is considered.

30. c. With the exception of exempt employees, suspensions, temporary reduction in pay, 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:

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

32. 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.

33. 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 employer's statements. The employee's representative shall receive a copy of this decision.

34. d. Step 1: The Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) calendar days of the mailing date of the written notice of imposing discipline. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within twenty (20) calendar days following receipt of the appeal.

35. e. Step 2: The Union may appeal the Appointing Officer’s decision to the Director of Employee Relations in writing within fifteen (15) calendar days. The Director, ERD, shall review the appeal and issue a written response no later than twenty (20) calendar days following receipt of the appeal.

36. f. 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 twenty (20) calendar days following issuance of the Director’s response.

In the absence of a timely, written demand for arbitration, the grievance will be deemed withdrawn.

g. Selection of the Arbitrator (for disciplinary grievances):

37. The parties agree that disciplinary grievances shall be heard in accordance with the following procedures, as appropriate:

38. 1) Grievances involving suspensions will be heard in an expedited fashion in accordance with the following procedure.

39. a) The parties shall create a panel established in accordance with the procedures set out above.

40. b) Upon invocation of arbitration over a suspension grievance the parties shall contact the first arbitrator on the disciplinary panel list to determine whether a hearing may be scheduled within the following five (5) to twenty (20) work days. In the event the first arbitrator is not available within the twenty (20) day period the next listed arbitrator shall be contacted, continuing in that fashion through the list until a date is obtained.

41. c) Any arbitrator so selected shall move to the bottom of the list, regardless of whether the case is actually heard.

42. 2) Discharge grievances shall be heard by an arbitrator selected in accordance with the procedures in Article I, Section E, Part 5, "Selection of the Arbitrator", provided however that the parties my mutually agree to submit a discharge grievance to the expedited procedure.

7. Authority of the Arbitrator

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

8. Fees and Expenses of Arbitration

44. The fees and expenses of the Arbitrator shall be shared equally by the parties. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the arbitration shall be borne equally by the parties.

9. Hearing Dates and Date of Award

45. Except for the expedited procedure described above, hearing shall be scheduled within forty (40) calendar days of selection of an arbitrator. Awards shall be due within forty (40) calendar days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

46. 10. Any claim for monetary relief shall not extend more than thirty (30) calendar days prior to the filing of a grievance, unless considerations bad faith to justify a greater entitlement.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

47. The Union may select up to the number of employees as specified in the Employee Relations Ordinance for purposes of meeting and conferring with the City on matters within the scope of representation. 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.

48. 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.

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

50. 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

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

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

53. c. 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.

54. d. 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.

55. e. 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.

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

I.G. UNION SECURITY

1. Authorization for Deductions

57. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions 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 Deduction

58. 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.

I.H. LABOR/MANAGEMENT COMMITTEE

59. The City and the Association agree to establish a Labor/Management Committee at each department (one at Adult Probation and one at Juvenile Probation). Both department committees will consist of two (2) or more management representatives from the departments and two (2) Association representatives from the department. Bargaining unit members selected to participate on the Committee will be given release time for up to two (2) hours to participate in each regularly scheduled Committee meeting.

60. In an effort to promote effective and efficient delivery of services by the departments, each Committee will meet, share information, and discuss issues including: proposed methods of fostering better cooperation and communication, areas of mutual concern and proposed solutions to those concerns, and matters relating to equipment and workplace health and safety that relate to the SPO unit only and are focused on topics other than the topics covered in the monthly management meetings. Immediate health and safety concerns should not wait for a future meeting but rather should utilize the chain of command.

61. The parties agree that the Committees will not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement. The Committee shall have no right to determine issues under the exclusive jurisdiction of the Civil Service Commission. Finally, the parties agree that the Committee will not discuss matters relating to pending grievances, discipline or individual performance issues.

62. Each Committee will meet quarterly. The meeting schedule will be set by mutual agreement.

63. The parties agree to exchange a written agenda of issues to be discussed at least seven (7) calendar days before the scheduled Committee meeting; if no agenda has been submitted by either party, the meeting will be cancelled. No topic may be introduced at a meeting without having been submitted to the other party in advance, absent mutual agreement.

I.J. UNION ACCESS

64. 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 the 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.

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

66. 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.

67. 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.

68. 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.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. PROBATIONARY PERIOD

69. The probationary period, as defined and administered by the Civil Service Commission, shall be as follows:

- Two thousand eighty (2,080) hours for all new employees;
- One thousand forty (1,040) hours for all promotive appointments; and
- Five hundred twenty (520) hours for all other appointments, including but not limited to permanent employees returned to duty from a holdover list to a different department than the one from which they were laid off, except that an employee returned to duty from a holdover list to the same department from which the employee was laid off shall only be required to serve the remainder of any probationary period.

70. A probationary period may be extended by mutual agreement, in writing, between the employee and the Appointing Officer, or designee.

II.B. PERSONNEL FILES

71. Written reprimands will not be considered for purposes of promotions, transfer, special assignments, or discipline for future infractions after the employee has maintained a record without discipline for a period of two (2) years. Disciplinary suspensions will not be considered for purposes of promotion, transfer, or special assignments after the employee has maintained a record without discipline for a period of four (4) years.

72. This provision shall not apply to employees disciplined for: misappropriating public funds or property; misusing or destroying public property; using illicit drugs at work or being under the influence of illicit drugs or alcohol at work; mistreating other persons, including retaliation, harassment or discrimination of other persons based on a protected class status; workplace violence; dishonesty; engaging in acts that would constitute a felony or misdemeanor involving moral turpitude; engaging in acts that present an immediate danger to the public health and safety; or engaging in immoral acts.

II.C. PERFORMANCE APPRAISALS

73. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisal, including documents attached to the appraisals, shall be placed in the employees official personnel file, and shall be removed only upon written authorization of the appointing officer.

II.D. VACATION

74. Vacations will be administered pursuant to the Administrative Code, Article II, Section 16.10 through 16.16.

II.E. SUBCONTRACTING

1. "Prop. J" Contracts

75. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.

76. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

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

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

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

2. Personal Services Contracts

84. a. Departments shall notify the Union of proposed personal services contracts (“PSCs”) where such services could potentially be performed by represented classifications. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil

Service Commission, whichever occurs first, the City shall notify the Union of any PSC(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

85. b. If the Union and member of the Public Employees Committee of the San Francisco Labor Council ("PEC") wishes to meet with a department over a proposed PSC for services that could potentially be performed by represented classifications, the Union must make its request to the appropriate department within two (2) weeks after the Union's receipt of the department's notice.

86. c. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

87. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in the above paragraph.

88. e. 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.

II.F. SUBSTANCE ABUSE TESTING

89. Attached hereto as Appendix A, is the City's current Substance Abuse Prevention Policy; this policy shall remain in effect until the City implements the Substance Abuse Prevention Policy set forth in Appendix B. Appendix B will be implemented, upon notice to the Union, after acquisition of a vendor to provide oral fluid testing.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

90. Employees in classes 8414 Supervising Probation Officer, Juvenile Court, 8532 Supervising Probation Officer, Juvenile Court, 8434 Supervising Adult Probation Officer, and 8534 Supervising Adult Probation Officer shall maintain a maximum base wage salary that is at least ten percent (10%) higher than the maximum base wage salary received by class 8444 Deputy Probation Officer or class 8530 Deputy Probation Officer.

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

Effective October 11, 2014 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ 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.

92. All base wage increases shall be rounded to the nearest salary schedule.

III.B. WORK SCHEDULES

1. NORMAL WORK SCHEDULES

93. a. Regular Work Schedule - A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours. A normal work week is a tour of duty on each of five (5) consecutive days. 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.

94. b. Flexible Work Schedule – Subject to the sole discretion and prior authorization of the Appointing Officer, employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within

twelve (12) hours, provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject. 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 Schedule" as defined in Paragraph "a" above.

95. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days.

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

d. Exceptions:

97. i. Specially funded training programs approved by the Department of Human Resources.

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

iii. Voluntary Reduced Work Week

99. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.

iv. Voluntary Time off Program

100. The mandatory furlough provisions of CSC Rules shall not apply to covered employees.

a) General Provisions

101. 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.

102. 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.

b) Restrictions of Use of Paid Time Off While On Voluntary Time Off

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

104. ii. 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.

c) Duration and Revocation of Voluntary Unpaid Time Off

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

2. PART-TIME WORK SCHEDULE

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

III.C. COMPENSATIONS FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedules

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

2. Part-Time Work Schedules

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

III.D. ADDITIONAL COMPENSATION

109. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

1. NIGHT DUTY

110. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least two (2) hours of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).

111. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least two (2) hours of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% be shall paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

2. CALL BACK

112. 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 compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

3. SUPERVISORY DIFFERENTIAL ADJUSTMENT

113. a. The Appointing Officer is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

114. b. 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.

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

116. 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.

117. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.

118. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not

exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

119. If the application of this Section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement 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 under paragraph "F" are also met.

120. g. 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.

121. h. 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.

122. i. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of 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 Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

123. j. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.

124. k. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

4. ACTING ASSIGNMENT PAY

125. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day to day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to

acting assignment pay, no earlier than the eleventh (11^{th}) work day of such an assignment, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

126. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

127. If each of the above criteria are met, but an employee does not receive the acting assignment pay, an employee acting assignment grievance, to be valid, must be filed no later than thirty (30) calendar days after the ending date of the acting assignment.

5. BILINGUAL PREMIUM

128. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual." Employees who are assigned to a "designated bilingual position" for a minimum of ten (10) hours within a biweekly pay period shall be granted additional compensation of fifty ($50.00) biweekly. 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.

III.E. OVERTIME - COMPENSATION

129. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week.

130. Computation of overtime is based on actual hours worked in excess of forty (40) hours in a week. With the exception of legal holidays, the use of any sick leave, vacation, compensatory time off, floating holidays, or any other paid time off work shall not count as time worked for purposes of computing overtime.

131. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of 40 hours in a week. However, 'Z' designated employees performing work in which a third party, non-City agency (i.e., person, corporation, firm or organization) is reimbursing the department at the time-and-one-half (1.5) rate of pay shall be compensated at the overtime rate of one-and-one-half (1.5) times.

132. There shall be no eligibility for overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.

133. 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.

134. 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. Represented employees shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

III.F. HOLIDAYS AND HOLIDAY PAY

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

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

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

137. In addition, included shall be 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.

1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

138. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole

discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

139. 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.

2. HOLIDAYS THAT FALL ON A SATURDAY

140. 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 16.4 of the Administrative Code. 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.

3. IN-LIEU HOLIDAYS

141. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

142. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.

143. A holiday can be carried over into the next fiscal year with the approval of the appointing officer. If an appointing officer fails to schedule an in-lieu holiday as provided herein, the holiday credit shall be carried over to the next fiscal year.

4. HOLIDAY COMPENSATION FOR TIME WORKED

144. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the

employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.

145. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

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

146. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

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

6. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

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

8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

150. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays on a proportionate basis.

151. 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.

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

9. FLOATING HOLIDAYS

153. Employees shall receive three (3) floating holidays totaling twenty-four hours (pro-rated for eligible part-time employees), in each fiscal year to be taken on days, or in hourly increments, selected by the employee and subject to the approval of the appointing officer. Employees (both full time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays off. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The 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 forty-eight (48) hours of floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken off.

154. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in Fiscal Year 2014-15.

155. During Fiscal Year 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.

10. PAID FURLOUGH DAYS

156. Employees covered by this Agreement shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.

III.G. TIME OFF FOR VOTING

157. 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.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

2. PROMOTIVE APPOINTMENT IN A HIGHER CLASS

159. An employee or officer who has completed a probationary period or six (6) months of service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

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

161. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary

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

162. c. If the appointment deemed promotive as described above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with the above sections.

163. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.

164. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

3. APPOINTMENT ABOVE ENTRANCE RATE

165. Upon the request of an appointing officer, appointments may be made at any step in the compensation schedule upon recommendation of the Human Resources Director under the following conditions:

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

167. b. Loss of compensation would result if appointee accepts position at the normal step; or

168. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and

169. d. The Controller certifies that funds are available. To be considered, request 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 fiscal year in which the appointment is made.

170. 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. NON-PROMOTIVE APPOINTMENT

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

5. REAPPOINTMENT WITHIN SIX MONTHS

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

6. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

a. Transfer

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

b. Reemployment in Same Class Following Layoff

174. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is

re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

c. Reemployment in an Intermediate Class

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

d. Reemployment in a Formerly Held Class

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

III.I. METHODS OF CALCULATION

1. BI-WEEKLY

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

2. DAILY RATES FOR MONTHLY AND BI-WEEKLY EMPLOYEES

178. 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).

III.J. SENIORITY INCREMENTS

179. 1. An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this agreement. Employees may receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year.

180. Full-time employees may advance to the second step and to each successive step upon completion of the one year (2,080 hours) required service.

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

182. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Appointing Officer shall provide reasonable notice of at least 5 days of his/her intent to withhold a step increase at that time.

183. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.

184. If an employee's step advancement is withheld, that employee shall be eligible for a step advancement upon his/her next anniversary (increment) due date. An employee's anniversary date shall be unaffected by this provision.

185. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

186. Withholding of step advancement shall not affect an employee's base wage increases as provided for in Article III.A. Wages.

2. DATE INCREMENT DUE

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

3. CALCULATION OF REQUIRED SERVICE FOR SALARY STEP ADVANCEMENT

188. a. For purposes of calculating the required service for salary step advancement, paid service excludes any type of overtime but includes military and with or without pay.

189. b. An employee who has been absent by reason of suspension or on any type of leave without pay (excluding military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year shall not be eligible for consideration for a step increase based on service as defined herein. The employee may be considered for a step increase when the employee's aggregate time worked since the previous step increase equals or exceeds the service required for the increase. The date on which the employee receives a step increase will be considered the employee's new anniversary date for the purpose of calculating required service for subsequent step increases.

III.K. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

190. 1. Employees covered by this agreement shall be enrolled in the State Disability Insurance ("SDI") program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California's Employment Development Department.

191. 2. In the event any bargaining unit, covered by this Agreement, elects coverage in State Disability Insurance as provided in this section, the payment of sick leave pursuant to Rules of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

192. 3. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

III.L. SICK LEAVE WITH PAY LIMITATION

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

194. 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.

195. 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.

196. 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.

197. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

III.M. WORKERS' COMPENSATION

198. Employees are covered under Labor Code Section 4850.

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

III.N. ADDITIONAL BENEFITS

1. EMPLOYEE HEALTH CARE COVERAGE

200. The City shall maintain the contribution level of health insurance and dental benefits as determined by the Health Service System Board and shall contribute the applicable amount per month for employee coverage and, as appropriate for dependent coverage, as follows.

a. Health Coverage Effective January 1, 2013 Through December 31, 2014

1) MEDICALLY SINGLE EMPLOYEES

201. Effective January 1, 2013 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.

202. Effective January 1, 2013 through December 31, 2014, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan.

2) DEPENDENT HEALTH CARE COVERAGE

203. Effective January 1, 2013 through December 31, 2014, the City's contributions for dependent coverage shall be as follows:

- Employee Plus One:

204. For employees with one dependent who elect to enroll in the highest and the second highest cost medical plans, the City shall contribute towards the cost of the premium an amount equivalent to eighty-five percent (85%) of the cost of the total premium of the second highest cost plan.

205. For employees with one dependent who elect to enroll in an available medical plan other than the highest and second highest cost plans, the City shall contribute towards the cost of the premium an amount equivalent to ninety percent (90%) of the cost of the total premium of the second highest cost plan.

- Employee Plus Two or More:

206. For employees with two or more dependents who elect to enroll in the highest and the second highest cost medical plans, the City shall contribute towards the cost of the premium an amount equivalent to seventy-five percent (75%) of the cost of the total premium of the second highest cost plan.

207. For employees with two or more dependents who elect to enroll in an available medical plan other than the highest and second highest cost plans, the City shall contribute towards the cost of the premium an amount equivalent to eighty-five Percent (85%) of the cost of the total premium of the second highest cost plan.

b. Health Coverage Effective January 1, 2015

208. 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:

209. 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:

210. 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:

211. 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

212. 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

213. For purposes of this agreement, and any resulting agreements under paragraph 206, 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. Agreement Not to Renegotiate Contributions in 2014

214. The terms described in paragraphs 200 through 205 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.

d. Other Terms Negotiable

215. While the parties have agreed in paragraph 206 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).

e. Other Agreements

216. 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 COVERAGE

217. Each employee covered by this agreement shall be eligible to participate in the City's dental program.

218. 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. CONTRIBUTIONS WHILE ON UNPAID LEAVE

219. 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.

III.O. RETIREMENT

220. For the duration of this Agreement, members of the bargaining unit in classes 8532, 8534 and 8540 shall pay their own employee retirement contributions to SFERS.

Retirement Reopener

221. At the written request of the Union, 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 A8.506-2 any contract amendment shall be cost neutral. As set forth in Charter Sections A8.409-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.

Retirement Seminar Release Time

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

223. Employees must provide at least two weeks’ advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day

or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

III.P. PROPOSITION C

226. The parties recognize the requirement under Charter Section A8.409-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.409-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

227. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory statutory employee contribution described in Paragraph 213 plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (the "Prop. C Contribution"). The Prop. C Contribution is determined, as set forth in the chart below based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C. Contribution will be 2.5% of covered compensation for miscellaneous safety bargaining unit members in CalPERS earning at the annual rate of less than $100,000, and 3% of covered compensation for such bargaining unit members earning at the annual rate of $100,000 or more.

Employer Contribution Rate for Comparable SFERS Employees	Misc Safety < $100k	Misc Safety > $100k
0%	(4.0%)	(5.0%)
0.01% - 1.0%	(4.0%)	(4.5%)
1.01% - 2.5%	(3.75%)	(4.25%)
2.51% - 4.0%	(3.5%)	(4.0%)
4.01% - 5.5%	(2.5%)	(3.0%)
5.51% - 7.0%	(2.0%)	(2.5%)
7.01% - 8.5%	(1.5%)	(2.0%)
8.51% - 10.0%	(1.0%)	(1.5%)
10.01% - 11.0%	(0.5%)	(0.5%)
11.01% - 12.0%	0%	0%
12.01% - 13.0%	0.5%	0.5%
13.01% - 15.0%	1.0%	1.5%
15.01% - 17.5%	1.5%	2.0%
17.51% - 20.0%	2.0%	2.5%
20.01% - 22.5%	2.5%	3.0%
22.51% - 25.0%	3.5%	4.0%
25.01% - 27.5%	3.5%	4.0%
27.51% - 30.0%	3.75%	4.25%
30.01% - 32.5%	3.75%	4.25%
32.51% - 35.0%	4.0%	4.5%
35.01% +	4.0%	5.0%

228. The Prop. C Contribution:

(i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);

(ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either though a pension benefit or a lump sum payment;

(iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;

(iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;

(v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled

to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and

(vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary.

229. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under Paragraph 213 to the extent of the Prop. C Contribution.

230. Any City pickup of an employee's mandatory retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of our percentage salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

231. Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase in the employee contribution to CalPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set forth in Charter Section A8.409-4.

232. For the duration of this agreement, members of the bargaining unit in CalPERS shall pay the employee share of mandatory retirement contributions effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

233. (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);

234. (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either though a pension benefit or a lump sum payment; and

235. (iii) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for

overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary; and

236. (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

III.Q. PRE-TAX CAFETERIA 125 PLAN

237. The City agrees to maintain the provisions and coverages of the Pre-Tax Cafeteria Plan.

III.R. VOLUNTEER/PARENTAL RELEASE TIME

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

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

III.S. ADMINISTRATIVE CODE CHAPTER 12W - PAID SICK LEAVE ORDINANCE

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

ARTICLE IV - HEALTH, SAFETY, TRAINING, AND WORKING CONDITIONS

IV.A. HEALTH AND SAFETY

241. The City acknowledges its responsibility to provide safe and healthy work environments for City employees. Every employee has the right to safe and healthy working conditions. Employee concerns regarding safety should be brought to the attention of his/her immediate supervisor for appropriate corrective action. No employee covered under this Agreement shall suffer any adverse action for bringing forth safety concerns to his/her immediate supervisor.

242. Armed employees shall receive a sufficient amount of ammunition (minimally, 250 rounds) per quarter at the range for purposes of practice and qualifying.

IV.B. PAPERLESS PAY POLICY

243. 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.

244. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksite computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.

245. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

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

247. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

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

248. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

249. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

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

ARTICLE V - SCOPE

251. The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2001.

V.A. SAVINGS CLAUSE

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

V.B. REOPENER

253. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits.

V.C. ZIPPER CLAUSE

254. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

PAST PRACTICE

255. Any past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

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

to employees covered by this contract. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules.

257. The City and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

V.D. DURATION OF AGREEMENT

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

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

FOR THE CITY

Georgia Cochran Date
Chief Negotiator

Micki Callahan Date
Human Resources Director

Martin Gran Date
Employee Relations Director

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

Elizabeth Salveson Date
Chief Labor Attorney

FOR THE UNION

Dave Gossman Date
Chief Negotiator

APPENDIX "A"

SUBSTANCE ABUSE PREVENTION POLICY

The below Appendix A shall remain in effect until the City has met the conditions outlined in Article II.F. (paragraph 89).

1. MISSION STATEMENT

    a. Employees are the most valuable resource to the City's effective and efficient delivery of services to the public. The parties have a commitment to foster and maintain a drug and alcohol free environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, co-workers, and the public. The City and Union agree that this Policy shall be administered in a non-discriminatory manner.

    b. The City wants a safe and healthy workforce and sees drug and/or alcohol addictions as treatable diseases.

    c. The City is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.

    d. The City is committed to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities.

2. POLICY

    a. To ensure the safety of the City's employees, co-workers and the public, no employee may sell, purchase, transfer, possess, furnish, manufacture, use or be under the influence of alcohol or illegal drugs at any City jobsite, while on City business or in City facilities. Further, no employee shall use alcohol or illegal drugs while he/she is on paid status.

    b. Any employee, regardless of how his/her position is funded, who has been convicted of any drug-related crime that occurred while on City business or in City facilities, must notify his/her department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

3. DEFINITIONS

    a. "Accident" means an occurrence associated with equipment (including, but not limited to, firearms) or the operation of a vehicle (including, but not limited to, any City owned or personal vehicles) used during the course of the employee's work day.

b. "Adulterated Specimen" means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

c. "Agreement" or "Policy" means "Substance Abuse Prevention Policy" between the City and County of San Francisco and the Union contained in this Appendix A.

d. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

e. "Cancelled Test" means a drug or alcohol test that has a problem identified that cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.

f. "City" or "employer" means the City and County of San Francisco.

g. "Covered Employee" means an employee in a represented classification covered by this Agreement.

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

i. "Day" means working day, unless otherwise expressly provided.

j. "DHR" means the Department of Human Resources of the City and County of San Francisco.

k. "Dilute Specimen" means a specimen with creatinine and specific gravity values that are lower than expected for human urine.

l. "EAP" means the Employee Assistance Program offered through the City and County of San Francisco.

m. "Illegal Drugs" or "drugs" refer to those drugs listed in Section 5.a., except in those circumstances where they are prescribed by a duly licensed healthcare provider. Section 8.b. lists the illegal 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 thresholds where required, in effect at the time of testing. Section 8.b. will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the parties.

n. "Invalid Drug Test" means the result of a drug test for a urine specimen that contains unidentified adulterant or an unidentified substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.

o. "MRO" means Medical Review Officer

p. "Non-Negative Test" means a test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.

q. "Parties" means the City and County of San Francisco and the Supervising Probation Officers.

r. "Prescription Drug" means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.

s. "Refusing to Submit or Test" means a refusal to take a drug and/or alcohol test.

t. "Safety-Sensitive Function" means the operation of a vehicle, including, but not limited to, any City owned or personal vehicles used during the course of the employee's work day.

u. "Substance Abuse Prevention Coordinator" means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

v. "Split Specimen" means a part of the urine specimen in drug testing that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

w. "Substituted, Adulterated or Diluted Specimen" means a specimen submitted by a covered employee for which an approved testing laboratory reports the existence of an adulterant, interfering substance and/or masking agent or the sample is identified as a substituted specimen (as such terms are as defined in the DOT regulations, 49 C.F.R. Part 40), which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

4. COVERED CLASSIFICATIONS

The classifications listed in Article I.A of this Memorandum of Understanding shall be covered by this Policy.

5. SUBSTANCES TO BE TESTED

a. The City shall test, at its own expense, for alcohol and/or the following controlled substances for Reasonable Cause/Suspicion and Post-Accident:

(1.) Amphetamines
(2.) Barbiturates
(3.) Benzodiazepines
(4.) Cocaine
(5.) Methadone
(6.) Opiates
(7.) PCP
(8.) THC (Marijuana)[1]

b. The City also recognizes that covered employees may at times have to ingest prescribed drugs or medications. If an employee takes any drug or medication known to have potential side effects that may interfere with job performance, the employee is required to immediately notify the designated Department representative of those side effects before performing his/her job functions.

c. Upon receipt of a signed release from the employee's licensed healthcare provider, the department representative may consult with healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination as to whether the employee may perform his/her job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the City shall not restrict that employee from performing his/her job functions.

d. If an employee is temporarily unable to perform safety sensitive functions because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform non-safety sensitive functions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This reassignment shall last for a period of no more than thirty (30) working days. If, after thirty (30) working days, the employee is still on said medication and/or not cleared by a licensed healthcare provider to perform safety sensitive functions, the City may extend this accommodation for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is anticipated to be able to resume safety sensitive functions after that thirty (30) day period. Employees required to submit to testing shall immediately identify all prescribed medication(s) that they have taken.

[1] Prescription marijuana is treated as a controlled substance and will be tested, if the City deems necessary, for Reasonable Cause/Suspicion and Post-Accident.

e. The City reserves the right to test, at its own expense, for over-use, misuse or abuse of prescribed and over-the-counter drug or medication which had a direct job-related impact or played a role in an accident, pursuant to the testing procedures described below.

6. TESTING

I. Reasonable Cause/Suspicion

a. Reasonable cause to test an employee for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances would create a good faith belief in a prudent person that the employee has used a drug or alcohol. Such circumstances include, but are not limited to, the employee's behavior or appearance while on any City jobsite, while on City business or in City facilities, and recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, that are not reasonably explained by other causes such as fatigue, lack of sleep, proper use of prescription drugs, or reaction to noxious fumes or smoke.

b. Any individual or employee can report an employee who may be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or illegal drugs on the job, two (2) trained employer representatives will verify and document the basis for the suspicion and request testing. The first employer representative shall verify and document the employee's appearance and behavior based on the above-stated indicators and, if necessary, recommend testing to the second employer representative. At work locations within the border of the City and County of San Francisco (including San Francisco International Airport), the second employer representative shall verify and document the appearance and behavior of the employee based on the above-stated indicators and has final authority to require the employee to be tested. At work locations outside the border of the City and County of San Francisco, the second employer representative shall confer with the first employer representative to verify the employee's behavior based on the above-stated indicators, and he or she has the final authority to require the employee to be tested.

c. If the City requires an employee under reasonable cause or suspicion to be tested, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the City may allow a reasonable amount (a maximum of one hour) of time for the employee to obtain representation. Such request shall not delay the administration of the tests, however.

d. Moreover, if the City has reason to believe or suspect that a prescription medication may have interfered with or may have had a direct impact on an employee's job performance, it may require that employee to be tested.

e. The department representative(s) shall be required to accurately document and file the incident and the employee shall be required to complete a consent form prior to any testing. If an employee refuses to be tested, then the City shall treat the refusal as having tested positive and shall immediately take appropriate disciplinary action pursuant to the attached discipline matrix.

f. The City shall bear the costs for any required testing for alcohol and/or drugs under this section. Any counseling and rehabilitation services shall be on the employee's time and at the employee's cost, except that employees may use accrued paid time off to attend treatment and may utilize any resources covered by insurance. Employees shall have the right to use any accrued but unused leave balances while enrolled in any counseling or rehabilitation program. Any request by an employee to re-test a specimen shall be at the employee's cost.

II. Post-Accident

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

(1.) Fatality;
(2.) Employee involved in an on duty vehicular accident resulting in death and/or injury requiring transport for medical treatment;
(3.) Disabling damage to vehicles;
(4.) Damage to machinery, moving parts, or other non-vehicular equipment or structures in excess of $500.00 and
(5.) When reasonable cause/suspicion exists.

b. Following an accident, all covered employees subject to testing shall remain readily available for testing. An employee may be deemed to have refused to submit to substance abuse testing if he/she fails to remain readily available, including notifying a supervisor (or designee) of the accident location or if (s)he leaves the scene of the accident prior to submitting for testing.

c. Nothing in this section shall delay medical attention for the injured following an accident or prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

7. TESTING PROCEDURES

III. Laboratory

a. The testing shall be done at a certified laboratory in California. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for alcohol and drugs identified in this policy. The City shall bear the cost of all required testing.

b. Testing procedures, including substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs, established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Drug tests shall be conducted by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Tests shall be by urine screening and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol tests shall be by breathalyzer.

c. A covered employee presenting herself/himself at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until (s)he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as "refusing to test."

d. Covered employees, who refuse to test, may be subject to disciplinary action, up to and including termination, pursuant to the attached discipline matrix.

e. The specific required procedure is as follows:

(1.) Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.

(2.) Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

(3.) A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.

f. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the City, both

samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.

g. All positive drug, positive alcohol or substitute, adulterated or diluted specimens as defined herein must be reported to a Medical Review Officer (MRO). The MRO shall review the test results and any disclosure made by the covered employee and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the individual, but failing to make contact within two (2) working days, may deem the individual's result a "lab positive." After the issuance of a "lab positive," the covered employee may be placed on administrative leave pursuant to Administrative Code section 16.7, and will be barred from returning to work until (s)he makes a contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of a negative result.

h. If the testing procedures confirm a positive result, as described above, the covered employee and the Substance Abuse Coordinator for the City and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. In the event the City proposes disciplinary action, the notice of the proposed discipline shall contain copies of all laboratory reports, forensic opinions, laboratory worksheets, procedure sheets, acceptance criteria and laboratory procedures.

i. In the event of a positive drug or alcohol test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen. The employee may request a re-test within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.

j. If the final test is confirmed negative, then the Employee shall be made whole, including, if any, the cost of the actual laboratory re-testing, provided that proper documentation is submitted to the City in a timely fashion.

k. The Substance Abuse Prevention Coordinator shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

l. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written

authorization is obtained from the covered employee or as required by law. The results of a positive drug test shall not be released until the results are confirmed.

IV. On-Site

a. The parties agree that for post-accident purposes, the City may conduct "on-site" tests (alcohol breathalyzer testing and "Quicktest" urine testing) and only if any of those tests is "non-negative" will a confirmation test be performed. This on-site test is to enable the covered employee and the City to know immediately whether that employee has been cleared for work.

b. In order to facilitate the on-site urine testing, the parties agree that an individual's sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5 to 10 minutes of collection. The other two containers will be sealed and sent to the lab, in the event a confirmation is necessary due to a "non-negative" outcome of an on-site test. The laboratory will store the split sample in accordance with SAMHSA guidelines. One of the two samples will be used for a confirmation test and the other will be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

8. RESULTS

a. Any test revealing: (i) a blood/alcohol level equal to or greater than 0.08 percent (or the established California State standard for non-commercial motor vehicle operations), or when operating a moving vehicle or performing a safety sensitive function as defined in this policy; or (ii) any test revealing a blood/alcohol level equal to or greater than that 0.04 percent (or the established California State standard for commercial motor vehicle operations), when operating a commercial vehicle, shall be deemed positive.

b. Substance Abuse Prevention and Detection Threshold Levels

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

9. CONSEQUENCES OF POSITIVE TEST RESULTS

a. For reasonable cause/suspicion or post-accident, a covered employee shall be immediately removed from performing her or his safety-sensitive functions and shall be subject to disciplinary action if any of the following takes place:

b. The covered employee:

1. Is confirmed to have tested positive for alcohol or drugs;
2. Refuses to be tested; or
3. Has submitted a specimen for which an approved testing laboratory reports the existence of an "adulterant", interfering substance, masking agent or the sample is identified as a substituted specimen (as defined herein).

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

d. All proposed disciplinary actions resulting from Consequences of Positive Drug/Alcohol Test(s) shall be administered pursuant to the disciplinary matrix contained herein.

10. RETURN TO DUTY

The Substance Abuse Prevention Coordinator will evaluate a covered employee who has tested positive. The Coordinator will evaluate what course of action, if any, and what

assistance the employee needs, if any, and will communicate a return-to-work plan, if necessary, to the employee and department.

11. TRAINING

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

12. ADOPTION PERIOD

This Policy shall go into effect six months following the final adoption of this Agreement by the parties.

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 2 members each from the City and the Union. The Committee shall meet at a minimum on a quarterly basis and, in addition, on an as-needed basis to address any implementation and other matters of mutual interests concerning this Policy. The Committee may also discuss adding or deleting covered classifications from this Policy. The Director of Human Resources shall make a final decision based on the recommendations from the Committee.

14. SAVINGS CLAUSE

Notwithstanding any existing substance abuse prevention programs, if any provision of an existing department policy, rule, regulation, or resolution is inconsistent with or in conflict with any provision of this Policy, this Policy shall take precedence. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this policy will not invalidate the remaining parts or portions. In the event of such determination, the parties agree to immediately meet and negotiate new provision(s) in conformity with the requirements of the applicable law and the intent of the parties hereto. Otherwise, this Policy may be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

EXHIBIT A

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

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

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

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

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

2: Employee may not return to work until SAPC certifies that he/she has completed recommended rehabilitation program and has a negative test prior to returning to full duty.

3: Proposed disciplinary action for a first positive test or Refusal to Test to be no more than 15 working days, except in cases resulting in death or serious bodily injury discipline shall include termination of employment. Proposed disciplinary action for Alteration of Specimen shall be termination of employment.

4: Proposed disciplinary action for Reasonable Cause and Suspicion for a first positive test to be no more than 15 working days except in cases resulting in dealth or serious bodily injury discipline shall include termination of employment. A second positive test within three years may result in more severe proposed disciplinary action, up to and including termination of employment.

5: Porposed disciplinary action for Alteration of Specimen ("Substituted", "Adulterated", or "Diluted") and Refusal to Test for a first positive or occurrence to be no more than 15 working days, except in cases resulting in death or serious bodily infjury discipline shall include termination of employment. A second positive test or occurrence within three years may result in more severe proposed disciplinary action, up to and including termination of employment.

APPENDIX "B"

SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to MOU Article II.F. (paragraph 89), the below Appendix B will be implemented after acquisition of a vendor to provide oral fluid testing. However, Appendix A shall remain in effect until the City has met the conditions outlined in Article V.D.

1. MISSION STATEMENT

   a. Employees are the most valuable resource in the City's effective and efficient delivery of services to the public. The City has a commitment to prevent drug or alcohol impairment in the workplace, foster and maintain a drug and alcohol free work environment. The City is also interested 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. The City affirms its 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 or 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. A City employee whose job duties requires him/her to handle alcohol or illegal drugs shall not be in violation of this Policy for carrying out such job duties.

   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 any miscellaneous employee employed by the City and County of San Francisco with the exception of: (a) employees of the SFMTA; and (b) employees in a non-MTA department currently subject to a departmental substance abuse testing program, as further described in section 4 below.

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); any water craft; powder-actuated tools; tools; heavy machinery or equipment; underwater equipment; equipment that is used to change the elevation of the Covered Employee more than five (5) feet; any other device(s) or mechanism(s) the use of which may constitute a comparable danger to the employee or others; 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.a. 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. "Policy" means "Substance Abuse Prevention Policy" or "Agreement" attached to the parties' Memorandum of Understanding ("MOU").

t. "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.

u. "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.

v. "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.

w. "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.

x. "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 classifications listed in Article I.A of this Memorandum of Understanding shall be subject to post-accident 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

III. 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.

IV. 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.

7. TESTING PROCEDURES

V. 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.

   i. 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.

VI. 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.

VII. 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 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. LABOR-MANAGEMENT MEETING

To ensure the success of this Policy, the City shall meet with any union covered by this policy that seeks to meet to address any implementation issues regarding this policy, as follows: between June 1st and June 30th, any Union, covered under this Policy, may request to meet, and said meeting shall be scheduled to occur by July 31st.

13. ADOPTION PERIOD

This Policy shall go into effect on July 1, 2014, or as soon as practicable. (See MOU Article V.I.)

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: _____